AWARD/CONTRACT

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE 1	OF PGS
2. CONTRACT (Proc. Inst. Ident.) NO. DTFA-02-02-D-14278	3. EFFECTIVE DATE 10/1/2002	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 02-17001	

5. ISSUED BY CODE
FAA, AMT Acquisition Contracting Team (AMQ-310)
6500 South MacArthur Boulevard, MPB Bldg, Rm. 321
P.O. Box 25082
Oklahoma City, OK 73125-4929

6. ADMINISTERED BY (If other than Item 5) CODE
FAA, AMT Acquisition Contract Mgmt. Team (AMQ-340)
6500 South MacArthur Boulevard
P.O. Box 25082
Oklahoma City, OK 73125-4929

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)
LEADER COMMUNICATIONS, INC. (LCI)
4600 SE 29TH STREET, SUITE 300
DEL CITY, OK 73115

CODE FACILITY CODE

8. DELIVERY
AS REQUIRED
☐ FOB ORIGIN ☒ OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT
NET 30

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM BLOCK 12.

11. SHIP TO/MARK FOR CODE
FAA/MM Aeronautical Center Mark for:
6500 S. MacArthur Blvd, MPB Bldg, Rm. 321
Oklahoma City, OK 73125

12. PAYMENT WILL BE MADE BY: CODE
FAA, Financial Operations Division (AMZ-100)
P.O. Box 25710
Oklahoma City, OK 73125-4913 (405) 954-4304

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
☐ 10 U.S.C. 2304(c) ( ) ☐ 41 U.S.SC. 253(c) ( )

14. ACCOUNTING AND APPROPRIATION DATA
To be shown on delivery order(s) issued hereunder.

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Accepted as to items 1.1 through 1.5 inclusive, in Part I, Section B, Base Year only, in accordance with Amendments 001 and 002 and negotiations, incorporated herein.				

15G. TOTAL AMOUNT OF CONTRACT $3,701,522.40

16. TABLE OF CONTENTS

(X)	SEC	DESCRIPTION	PAGE(S)	(X)	SEC	DESCRIPTION	PAGE(S)
		PART I -- THE SCHEDULE				**PART II -- CONTRACT CLAUSES**	
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	29-33
X	B	SUPPLIES OR SERVICES AND PRICES/COST	2-6			**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.**	
X	C	DESCRIPTION/SPECS/WORK STATEMENT	7-13	X	J	LIST OF ATTACHMENTS	33
X	D	PACKAGING AND MARKING	13			**PART IV - REPRESENTATIONS AND INSTRUCTIONS**	
X	E	INSPECTION AND ACCEPTANCE	14	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	INCORPORATED BY REFERENCE
X	F	DELIVERIES OR PERFORMANCE	14-16				
X	G	CONTRACT ADMINISTRATION DATA	16-17		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	H	SPECIAL CONTRACT REQUIREMENTS	17-29		M	EVALUATION FACTORS FOR AWARD	

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. ☐ CONTRACTOR'S NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return _____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. *(Attachments are listed herein.)*

18. ☒ AWARD *(Contractor is not required to sign this doc.)* Your offer on Solicitation Number DTFA-02-, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consumma' the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contr No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER *(Type or print)* Michael D. Lyles, President

20A. NAME OF CONTRACTING OFFICER Joe Smith, Jr.

19B. NAME OF CONTRACTOR BY
(Signature of person authorized to sign)

19C. DATE SIGNED 1 OCT 02

20B. UNITED STATES OF AMERICA BY
(Signature of Contracting Officer)

20C. DATE

NSN 7540-01-152-8069
PREVIOUS EDITION UNUSABLE

26-107
*U.S. Government Printing Office: 1991 -- 281-782/40022

STANDARD FORM 26
Prescribed by GSA
Electronic

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

The contractor shall furnish all personnel and other items or services as necessary to perform the various payroll and accounting services in accordance with the terms, conditions and provisions set forth herein and in the attached Statement of Works (SOW), Section J, Attachment 1, 2, and 3. The contractor shall be paid for services performed in accordance with the following price schedule:

BASE YEAR

B.1 SCHEDULE OF RATES - SEPTEMBER 1, 2002 THROUGH AUGUST 31, 2003.

CLIN	LABOR CATEGORY	ESTIMATED ANNUAL QUANTITY	UNIT	HOURLY COMPOSITE RATE	EST AMOUNT

NOTE: Yearly productive hourly base per employee is estimated at 1776 hours.

The Government guarantees to order a MINIMUM of 47,952 hours and a MAXIMUM of 293,040 hours. These minimum and maximum number of hours apply to CLINs 1.1 through 1.3 only.

1.1	**Payroll Technician**	74,592	HR	$16,78	$1,251,653.76

The following price breaks apply to the Payroll Technicians labor category only and are expressed in additional hours from the estimated annual quantity of 74,592 hours, as follows:

	Additional Hours	Total Range Quantity	Discounted Hourly Composite Rate	Est Amount
1.1.1	74,593 to 92,353	17,760	$16.64	$295,526.40
1.1.2	92,354 to 110,114	17,760	$16.54	$293,750.40
1.1.3	110,115 to 127,875	17,760	$16.46	$292,329.60
1.1.4	127,875 to 145,636	17,760	$16.38	$290,908.80
1.1.5	145,637 to 163,397	17,760	$16.30	$289,488.00
1.1.6	163,398 to 177,600	14,202	$16.88	$239,729.76

1.2	**Accounting Clerk III**	17,760	HR	$22.35	$396,936.00
1.3	**General Accountant I**	8,880	HR	$30.62	$271,905.60
1.4	Overtime Premium Rate (OPR) % of the above rate IAW Section C, C.2 Definitions	Est. 300 Hrs		1.343 (Contractor Fill-In the applicable rate they are proposing.)	$7,224.00

OPR shall be based on the following calculations IAW Section M, Paragraph M.3: Estimated Total Price (ETP)\Estimated Total Hours (ETH) = Average Hourly Rate (AHR). AHR X 300 hours X OPR % = total dollars for Overtime.

NOTE: Actual rate that OPR is applied to will be the individual rate shown in CLINS 1 through 3.

1.5	**On-Site Supervisor**	1776	HR	$40.58	$72,070.[illegible]

TOTAL EST. AMOUNT: $3,701

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

OPTION YEAR 1

B.2 SCHEDULE OF RATES - SEPTEMBER 1, 2003 THROUGH AUGUST 31, 2004.

CLIN	LABOR CATEGORY	ESTIMATED ANNUAL QUANTITY	UNIT	HOURLY COMPOSITE RATE	EST AMOUNT

NOTE: **Yearly productive hourly base per employee is estimated at 1776 hours.**

The Government guarantees to order a MINIMUM of 35,520 hours and a MAXIMUM of 293,040 hours. These minimum and maximum number of hours apply to CLINs 2.1 through 2.3 only.

2.1	**Payroll Technician**	53,280	HR	$18.17	$968,097.60

Price Breaks apply to the Payroll Technicians labor category only and are expressed in additional hours from the estimated annual quantity of 74,592 hours, as follows:

	Additional Hours	Total Range Quantity	Discounted Hourly Composite Rate	Est Amount
2.1.1	53,281 to 74,001	20,720	$17.77	$368,194.40
2.1.2	74,002 to 94,722	20,720	$17.68	$366,329.60
2.1.3	94,723 to 115,443	20,720	$17.60	$364,672.00
2.1.4	115,444 to 136,164	20,720	$17.51	$362,807.20
2.1.5	136,165 to 156,885	20,720	$17.42	$360,942.40
2.1.6	156,886 to 177,600	20,714	$17.74	$367,466.36

2.2	**Accounting Clerk III**	12,432	HR	$24.82	$308,562.24
2.3	**General Accountant I**	5,328	HR	$32.66	$174,012.48
2.4	Overtime Premium Rate (OPR) % of the above rate IAW Section C, C.2 Definitions	Est. 300 Hrs		1.331 (Contractor Fill-In the applicable rate they are proposing.)	$7,530.80

OPR shall be based on the following calculations IAW Section M, Paragraph M.3: Estimated Total Price (ETP\Estimated Total Hours (ETH) = Average Hourly Rate (AHR). AHR X 300 hours X OPR % = total dollars for Overtime.

NOTE: Actual rate that OPR is applied to will be the individual rates shown in CLINS 1 through 3.

2.5	**On-Site Supervisor**	1776	HR	$43.89	$77,948.64

TOTAL EST. AMOUNT: $3,726,563.72

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

OPTION YEAR 2

B.3 SCHEDULE OF RATES - SEPTEMBER 1, 2004 THROUGH AUGUST 31, 2005.

CLIN	LABOR CATEGORY	ESTIMATED ANNUAL QUANTITY	UNIT	HOURLY COMPOSITE RATE	EST AMOUNT

NOTE: Yearly productive hourly base per employee is estimated at 1776 hours.

The Government guarantees to order a MINIMUM of 31,080 hours and a MAXIMUM of 293,040 hours. These minimum and maximum number of hours apply to CLINs 3.1 through 3.3 only.

3.1	Payroll Technician	44,400	HR	$19.07	$846,708.00

Price Breaks apply to the Payroll Technicians labor category only and are expressed in additional hours from the estimated annual quantity of 74,592 hours, as follows:

	Additional Hours	Total Range Quantity	Discounted Hourly Composite Rate	Est Amount
3.1.1	44,401 to 66,601	22,200	$18.88	$419,136.00
3.1.2	66,602 to 88,802	22,200	$18.78	$416,916.00
3.1.3	88,803 to 111,003	22,200	$18.69	$414,918.00
3.1.4	111,004 to 133,204	22,200	$18.60	$412,920.00
3.1.5	133,205 to 155,405	22,200	$18.50	$410,700.00
3.1.6	155,406 to 177,600	22,194	$18.40	$408,369.60

3.2	Accounting Clerk III	12,432	HR	$25.89	$321,864.48
3.3	General Accountant I	5,328	HR	$34.06	$181,471.68
3.4	Overtime Premium Rate (OPR) % of the above rate IAW Section C, C.2 Definitions	Est. 300 Hrs		1.331 (Contractor Fill-In the applicable rate they are proposing.)	$7,930.10

OPR shall be based on the following calculations IAW Section M, Paragraph M.3: Estimated Total Price (ETP\Estimated Total Hours (ETH) = Average Hourly Rate (AHR). AHR X 300 hours X OPR % = total dollars for Overtime.

NOTE: Actual rate that OPR is applied to will be the individual rates shown in CLINS 1 through 3.

3.5	On-Site Supervisor	1776	HR	$45.77	$81,287.52

TOTAL EST. AMOUNT: $3,922,221.38

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

OPTION YEAR 3

B.4 SCHEDULE OF RATES - SEPTEMBER 1, 2005 THROUGH AUGUST 31, 2006.

CLIN	LABOR CATEGORY	ESTIMATED ANNUAL QUANTITY	UNIT	HOURLY COMPOSITE RATE	EST AMOUNT

NOTE: Yearly productive hourly base per employee is estimated at 1776 hours.

The Government guarantees to order a MINIMUM of 23,976 hours and a MAXIMUM of 293,040 hours. These minimum and maximum number of hours apply to CLINs 4.1 through 4.3 only.

4.1	Payroll Technician	35,520	HR	$19.77	$702,230.40

Price Breaks apply to the Payroll Technicians labor category only and are expressed in additional hours from the estimated annual quantity of 74,592 hours, as follows:

	Additional Hours	Total Range Quantity	Discounted Hourly Composite Rate	Est Amount
4.1.1	35,521 to 59,201	23,680	$19.58	$463,654.40
4.1.2	59,202 to 82,882	23,680	$19.47	$461,049.60
4.1.3	82,883 to 106,563	23,680	$19.38	$458,918.40
4.1.4	106,564 to 130,244	23,680	$19.28	$456,550.40
4.1.5	130,245 to 153,924	23,680	$19.18	$454,182.40
4.1.6	153,925 to 177,600	23,675	$19.47	$460,952.25

4.2	Accounting Clerk III	8,880	HR	$27.96	$248,284.80
4.3	General Accountant I	3,552	HR	$36.78	$130,642.56
4.4	Overtime Premium Rate (OPR) % of the above rate IAW Section C, C.2 Definitions	Est. 300 Hrs		1.331 (Contractor Fill-In the applicable rate they are proposing.)	$8,161.69

OPR shall be based on the following calculations IAW Section M, Paragraph M.3: Estimated Total Price (ETP\Estimated Total Hours (ETH) = Average Hourly Rate (AHR). AHR X 300 hours X OPR % = total dollars for Overtime.

NOTE: Actual rate that OPR is applied to will be the individual rates shown in CLINS 1 through 3.

4.5	On-Site Supervisor	1776	HR	$47.75	$84,804.00

TOTAL EST. AMOUNT: $3,929,430.90

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

OPTION YEAR 4

B.5 SCHEDULE OF RATES - SEPTEMBER 1, 2006 THROUGH AUGUST 31, 2007.

CLIN	LABOR CATEGORY	ESTIMATED ANNUAL QUANTITY	UNIT	HOURLY COMPOSITE RATE	EST AMOUNT

NOTE: Yearly productive hourly base per employee is estimated at 1776 hours.

The Government guarantees to order a MINIMUM of 23,976 hours and a MAXIMUM of 293,040 hours. These minimum and maximum number of hours apply to CLINs 5.1 through 5.3 only.

5.1	Payroll Technician	35,520	HR	$20.61	$732,067.20

Price Breaks apply to the Payroll Technicians labor category only and are expressed in additional hours from the estimated annual quantity of 74,592 hours, as follows:

	Additional Hours	Total Range Quantity	Discounted Hourly Composite Rate	Est Amount
4.1.1	35,521 to 59,201	23,680	$20.40	$483,072.00
4.1.2	59,202 to 82,882	23,680	$20.30	$480,704.00
4.1.3	82,883 to 106,563	23,680	$20.19	$478,099.20
4.1.4	106,564 to 130,244	23,680	$20.09	$475,731.20
4.1.5	130,245 to 153,924	23,680	$19.99	$473,363,20
4.1.6	153,925 to 177,600	23,675	$20.29	$480,365.75

5.2	Accounting Clerk III	8,880	HR	$29.15	$258,852.00
5.3	General Accountant I	3,552	HR	$38.35	$136,219.20
5.4	Overtime Premium Rate (OPR) % of the above rate IAW Section C, C.2 Definitions	Est. 300 Hrs		1.331 (Contractor Fill-In the applicable rate they are proposing.)	$8,509.08

OPR shall be based on the following calculations IAW Section M, Paragraph M.3: Estimated Total Price (ETP\Estimated Total Hours (ETH) = Average Hourly Rate (AHR).

AHR X 300 hours X OPR % = total dollars for Overtime.

NOTE: Actual rate that OPR is applied to will be the individual rates shown in CLINS 1 through 3.

5.5	On-Site Supervisor	1776	HR	$49.81	$88,462.56

TOTAL EST. AMOUNT: $4,095,445.39

PART I - SECTION C - DESCRIPTION/SPECS/WORK STATEMENT

C.1 SCOPE OF WORK

(a) The contractor shall provide all personnel and other items or services as necessary to perform the various Transportation Security Administration (TSA) payroll and accounting support services only as identified in the Statement of Works (SOWs) below.

(b) The services required under this contract will be ordered by delivery orders signed and issued by the Contracting Officer. Delivery order pricing will be based on the composite hourly rates listed in Section B, including any applicable discounts. The composite hourly rate for each skill category must be indicated. The "composite hourly" rate includes direct and indirect labor, indirect materials, overhead, G&A, and profit. The man-hours shown for each type skill are estimates only and are not an obligation for ordering on the part of the Government.

C.2 STATEMENT OF WORK (SOW) - PAYROLL TECHNICIANS

(a) **Requirement:**

The contract personnel will perform a full range of payroll tasks for a large group of complex pay accounts. These accounts are located within Transportation Security Administration, and consist of many different occupations, grades, pay plans, entitlements and work schedules. The contract personnel will be required to independently review incoming documents, determine and take appropriate action.

(b) **Principle duties and Responsibilities:**

(1) The contract personnel are responsible for performing and entering complex manual computations of employee's pay. These computations may include reinstatements, Fair Labor Standards entitlements, OWCP leave buy back calculations, and retirement code changes. The contractor must ensure through manual entries that employee and agency benefit accounts are properly changed. This includes Thrift Savings Accounts, Retirement Accounts, Health and Life Insurance and FICA/Medicare. The contractor will perform audits on time and attendance documents, personnel actions, individual Employee Master Records and other computerized reports.

(2) The operational tasks will include the use of the Consolidated Uniform Payroll System (CUPS) and the Integrated Personnel and Payroll System (IPPS), as well as various PC based software applications, such as WORD and EXCEL.

(3) Personal contacts will be required and may consist of Timekeepers, Approving Officials, employees in Personnel, Accounting and Legal offices, Officials with the Office of Personnel Management and the Department of Labor, and employees serviced throughout the Department of Transportation.

(c) **Work Site and Hours of Work:**

(1) The contractor shall work within the constraints of flextime as practiced in the Office of Financial and Budget Services, as stated in Section H, Paragraph H.2 of the solicitation. Project requirements may dictate work to be performed at times and days other than those prescribed. Under these circumstances, the work shall be performed as directed by the Government. The Contractor shall be given, if possible, advance notice when circumstances dictate work to be performed at times other than those prescribed.

(2) The principal work site will be located at the Mike Monroney Aeronautical Center, 6500 South MacArthur Boulevard, Oklahoma City, Oklahoma. Each contact employee shall wear a visible Government furnished identifying badge.

(3) In the event a contract employee is unable to complete the daily assigned shift, then a replacement contract employee will be provided by the contractor to complete the required task. The contractor will be in close contact with the Contracting Officer's Technical Representative (COTR) as soon as the situation is recognized. The Contractor shall advise the Government at least 14 days in advance of any replacement contract personnel and obtain the Contracting Officer's acceptance of proposed replacement individuals.

(d) **Working Conditions:**

Contract personnel will be required to work in an office environment and is sedentary in nature. No special physical qualifications are required to perform this work; however, the work does require the ability to move around the office and carry light items such as office files.

(e) **Minimum Qualification Requirements:**

(1) Speak, read, and legibly write the English language.
(2) Ability to work independently, with minimal supervisory guidance.
(3) Perform basic math functions such as addition, subtractions, etc.

Note: Since this position will have access to Privacy Act material, the selectee will be required to complete a National Agency Check and Inquiry (NACI) upon placement.

C.3 STATEMENT OF WORK (SOW) - ACCOUNTING CLERKS

(a) **Requirement:**

The contract personnel will include obtaining or receiving, processing and recording various accounting documents into the Departmental Accounting and Financial Information System (DAFIS) or DELPHI and distributing various supporting information about these transaction to the various customer accounting offices.

(b) **Principle Duties and Responsibilities:**

(1) Process Simplified Intergovernmental Billings and Collection (SIBAC) documents. This involves making determination of the Administration Region/District for whom the charge belongs and then entering the charge into the system and preparing intra-office transfers to each location of their portion.

(2) Maintain books of original entry and special subsidiary ledgers to permit reconciling and balancing of selected accounts with the Department accounting offices and other governmental agencies. Also, perform research and analysis to insure accuracy and make adjustments as necessary to bring the accounts to balance.

(3) Review, validate and process as proper collections to FAA or other DOT modes, various payment items cancelled by Treasury, such as SF-109's and Cancelled Electronic Transfer items.

(4) Review, validate, and process SF-1081's for billing or paying other Government agencies. SF 1081-'s must be separated and coded for entry into the system and then forward to the proper Agency.

(5) Obtain, by printing from Treasury's On-Line Payment and Collection (OPAC) System, bills to the Department from other Agencies. Charges on these bills are validated as proper, then separated and entered on the proper DOT agency's accounting records. Copies of the bills and necessary supporting documentation are mailed to the proper agency.

(6) Receive and enter OPAC bills (Collections). Appropriate information must be entered from the documents into the OPAC System. In addition, the information must be properly recorded into DELPHI or DAFIS.

(7) Process entries into the accounting system, which updates the National Statement of Cash Transactions. This report is utilized by US Treasury for the control of cash to agencies.

(8) Access the US Treasury Goals System by using a Personal Computer software package. From the Goals System obtain the Regional Disbursing Office totals by schedule and confirm the scheduled in DAFIS or Delphi. This is vital to the cash control of monies for the US Treasury.

(9) Assist in the reconciliation of the SF-224, Statement of Cash Transactions reported by Treasury, with the cash and balances reported by DAFIS or DELPHI. Also, assist in the performance of research and in the correction actions necessary to bring these reports into balance.

(10) Receive and refer telephone calls and relay messages.

(c) **Work Site and Hours of Work:**

(1) The contractor shall work within the constraints of flextime as practiced in the Office of Financial and Budget Services, as stated in Section H, Paragraph H.2 of the solicitation. Project requirements may dictate work to be performed at times and days other than those prescribed. Under these circumstances, the work shall be performed as directed by the Government. The Contractor shall be given, if possible, advance notice when circumstances dictate work to be performed at times other than those prescribed.

(2) The principal work site will be the Headquarters Building, located at the Mike Monroney Aeronautical Center, 6500 South MacArthur Boulevard, Oklahoma City, Oklahoma. Each contact employee shall wear a visible Government furnished identifying badge.

(3) In the event a contract employee is unable to complete the daily assigned shift, then a replacement contract employee will be provided by the contractor to complete the required task. The contractor will be in close contact with the Contracting Officer's Technical Representative (COTR) as soon as the situation is recognized. The Contractor shall advise the Government at least 14 days in advance of any replacement contract personnel and obtain the Contracting Officer's acceptance of proposed replacement individuals.

(d) **Working Conditions:**

Contract personnel will be required to work in an office environment and is sedentary in nature. No special physical qualifications are required to perform this work; however, the work does require the ability to move around the office and carry light items such as the office files.

(e) **Minimum Qualification Requirements:**

(1) Speak, read, and legibly write the English language.
(2) Ability to work independently, with minimal supervisory guidance.
(3) Perform basic math functions such as addition, subtractions, etc.

Note: Since this position will have access to Privacy Act material, the selectee will be required to complete a National Agency Check and Inquiry (NACI) upon placement.

C.4 STATEMENT OF WORK (SOW) - GENERAL ACCOUNTANT I

(a) **Requirement:**

The System Tasks required for this service are those typically performed by a Accountant such as defining customer accounting requirements and working with Computer Specialists and Systems Analyst to incorporate those requirements into DAFIS or Delphi. In addition to the systems, tasks will include troubleshooting, researching, developing, maintaining the various functions and processes of DAFIS or DELPHI as will as providing support for the efforts to design and implement DELPHI. Potential workforce must meet one or more of the following qualifications: Certification as a Certified Public Accountant or Certified Internal Auditor; One year (18 semester hours) of graduate-level education in accounting or one of the related fields of business administration, finance or public administration; one year as a professional accountant; one year equivalent combination of the graduate-level education and one of the additional work experiences required above.

(b) **Principle Duties and Responsibilities:**

(1) The Contractor will participate in the development and implementation of accounting systems, i.e. agency accounting systems; standard and/or industrial cost accounting systems; inventory and property accounting systems; and budgetary accounting control practices, including the appropriation and allotment accounting system. In addition, the contractor will examine and review existing systems and procedures for the purpose of determining whether or where improvements can or should be initiated. Development or improvements of a system will justification as to its feasibility.

(2) The Contractor will analyze problem areas and recommend changes and techniques to improve the overall integrated accounting system. In addition, the Contractor will provide the technical guidance and assistance necessary to assure the consistent and uniform application of proposed systems and instructions in accordance the overall integrated accounting programs.

(3) The Contractor will review and analyze accountable reports originating from the aeronautical Center for the purpose of determining the reasonableness of the reports and the accuracy of the system in preparing them.

(4) The Contractor will participate in the maintenance of all processes and functions currently performed by DAFIS

(5) The Contractor will participate in and provide support for the design, build and implementation of DELPHI

(6) The contract employees may be assigned to assist or independently perform any or all of the following tasks:

(A) Determining user functional requirements for specific accounting applications. These could be new requirements, which do not presently exist in DAFIS, or enhancement to existing processes.

(B) Interpreting these functional requirements for ADP's System Analysts.

(C) Executing various system tests to validate that the new or enhanced functions meet the user's requirements.

(D) Those applicable tasks as stated by the DELPHI Project Work Plan.

(E) Assisting in the preparation of user guides or other training materials.

(F) Documenting or updating the DAFIS Functional Specification for the new or enhanced process.

(c) **Work Site and Hours of Work:**

(1) The contractor shall work within the constraints of flextime as practiced in the Office of Financial and Budget Services. Project requirements may dictate work to be performed at times and days other than those prescribed. Under these circumstances, the work shall be performed as directed by the Government. The Contractor shall be given, if possible, advance notice when circumstances dictate work to be performed at times other than those prescribed. The principle work site will be the Headquarters Building, located at the Mike Monroney Aeronautical Center, 6500 S MacArthur, Oklahoma City, OK. Each contact employee shall wear a visible Government furnished identifying badge.

(2) In the event the contract employee is unable to complete the daily assigned shift, then the contractor to complete the required task will provide a replacement contract employee. The contractor will be in close contact with the Contracting Officer's Technical Representative (COTR) as soon as the situation is recognized. The Contractor shall advise the Government at least 14 days in advance of any replacement contract personnel and obtain the Contracting Officer's acceptance of proposed replacement individuals.

(d) **Working Conditions:**

Contract personnel will be required to work in an office environment and is sedentary in nature. No special physical qualifications are required to perform this work; however, the work does require the ability to move around the office and carry light items such as the office files.

(e) **Minimum Qualification Requirements:**

(1) Speak, read, and legibly write the English language
(2) Ability to work independently, with minimal supervisory guidance
(3) Perform basic math functions such as addition, subtractions, etc.

Note: Since this position will have access to Privacy Act material, the selectee will be required to complete a National Agency Check and Inquiry (NACI) upon placement.

C.5 SUPERVISION:

(c) The contractor shall be responsible for all on-site management of this contract. The contractor shall furnish an on-site project manager and an on-site assistant project manager as part of its other direct costs. If additional positions are necessary to effectively manage the contract, the contractor will also include those positions as part of its other direct costs. Charges for personnel that are not chargeable directly to a delivery order shall not be charged direct to the contract.

(b) Contractor supervisors will provide day-to-day supervision of contractor employees including but not limited to work assignments, leave, payroll records, etc. At no time will contractor employees be supervised by Government personnel.

C.6 QUALITY CONTROL:

(a) The contractor shall establish a Quality Control Program to ensure that all contract products and services are provided in accordance with applicable Government regulation and instructions, and meet specified acceptable quality levels. The operations of the Contract Quality Control Program must be described in written Quality Control Plan, which is to be submitted with the Contractor's proposal. The plan must be maintained and revised as necessary throughout the life of the contract. When changes to the plan occur, a revised copy of the plan must be provided to the Contracting Officer within five workdays before the effective date of the change. The plan will include, but not limited to the following:

(1) A method of identifying deficiencies in the quality of service performed before the unacceptable level of performance is reached.

(2) A file of all quality control activity conducted by the Contractor and the corrective action taken, if any. This documentation shall be made available to the Government upon demand during the term of the contract.

C.7 ACCEPTABLE QUALITY LEVEL:

An acceptable quality level (AQL) may be stated in terms of the maximum number of defects per hundred units, or the number of defects that can be considered satisfactory on the average. It may also include the allowable leeway or variance from a standard before the Government will reject a specific service. An AQL does not imply that the Contractor may perform in a defective way. It implies that the Government recognizes that defective performance sometimes happens unintentionally. As long as the defective performance does not exceed the AQL, the Government will not reject the service. However, the Contractor must re-perform when possible, all defective work. The Government considers defects to include:

(a) Untimely completion of work

(b) Use of incorrect procedures for DAFIS or DELPHI data entry

(c) In put of incorrect accounting classification

(d) Failure to include all appropriate DAFIS or DELPHI accounting classification data in transactions.

(e) Failure to correctly and completely distribute supporting information and documentation to customer accounting offices.

C.8 DEFINITIONS

(a) "Overtime Premium Rate" (OPR)-- all hours prepaid at the basic rate, the OT premium is paid on hours approved, worked as directed and paid to employees. Rate will be applied directly to the actual individual rate show in CLIN 4.

(b) "On-Site Supervisor" (full time) -- Contractor shall provide supervision as a full time job of forty hours per week. This category of employee will be considered the supervisor for the contractor's personnel.

(c) "Contractor's Cost"--means the net cost to the contractor (after deducting cash or trade discounts, rebates, commissions and any other allowances and credits available to the contractor, regardless of date purchased, plus properly identified and supported freight or transportation costs) for parts acquired by the contractor for performance under this contract.

(d) "Direct Labor Hours"--means those hours of labor which are identifiable as being performed directly on an task of the contract and which serve as the basis for payment of the Hourly Composite Rate set forth in Section B. The method of charging direct labor hours to this contract must conform to the contractor's accepted normal accounting practices and procedures, and allow for verification to the sources of the costs incurred. The term Direct Labor Hours does NOT include time for the indirect work of overhead and supervisory employees such as officers, engineers, supervisors, foremen, quality control inspectors, material handlers, clerks, typists, timekeepers, watchmen and truck drivers.

(e) "Direct Material"--means those materials, if required, which are not encompassed by the definition of "Indirect Materials."

(f) "Hourly Composite Rate"--includes direct and indirect labor, indirect material, management overheads and profit. Payment under the applicable labor rate will be computed by multiplying the Direct Labor Hours expended by the Hourly Composite Rate. The amounts payable for fractional parts of an hour may be prorated by fractions or increments not less than one-tenth (1/10) of one hour.

(g) "Indirect Material" means all supplies and materials, if required, which do not become an integrated part of the assembly, accessory, or component. Price of indirect material shall be included in the Hourly Composite Rate.

(h) "Direct Hourly Labor Rate"--Actual labor hour rates which are negotiated and set forth in this contract. These rates represent adequate compensation to attract the competence levels required in each labor category necessary for successful contract performance.

PART I - SECTION D - PACKAGING AND MARKING

NOT APPLICABLE

PART I - SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE

Inspection and acceptance of the services performed under this contract shall be at destination, Mike Monroney Aeronautical Center, 6500 South MacArthur Boulevard, Oklahoma City, Oklahoma, or as otherwise designated in the specific delivery order.

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JUNE 1996)

This screening information request (SIR) or contract, as applicable, incorporates by reference one or more provisions or clauses with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet from the Federal Aviation Administration (FAA) home page (http://www.faa.gov/asu/appd/toolbox.htm).

3.10.4-4	INSPECTION OF SERVICES - BOTH FIXED-PRICE & COST REIMBURSEMENT (APRIL 1996)
3.10.4-5	INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR (APRIL 1996)
3.10.4-24	YEAR 2000 WARRANTY - SERVICES (NOVEMBER 1997)

PART I - SECTION F - DELIVERIES OR PERFORMANCE

F.1 PLACE OF PERFORMANCE

The contractor shall perform the contract services at the FAA Mike Monroney Aeronautical Center (MMAC).

F.2 DELIVERY SCHEDULE

(a) The Government requires delivery of the Contractor employees under this contract within the number of calendar days from the date of award as shown below:

	Line Item	Qty to be Delivered	Delivery Time Required
Initial Quantity:			
	1	10 employees	15 Days
Additional estimated quantities:			
	1	40 employees	45 Days
	2	21 employees	45 Days
	3	1 employee	TBD

(b) If the offeror is unable to meet the REQUIRED delivery schedule set forth above, the Government reserves the right to award to an offeror submitting other than the lowest offer as to price, if such action will provide an acceptable delivery and is determined to be in the best interests of the Government.

(c) It is assumed that the first Delivery Order issued under this contract will be received by the contractor at the same time as the date of award.

F.3 AUTHORIZED PERFORMANCE (JAN 1997) CLA.0168

The execution of a contract shall not constitute authority for the contractor to commence performance. Performance shall be ordered by the issuance of a formal delivery order by an authorized Contracting Officer of the Mike Monroney Aeronautical Center. Orders issued orally or by written telecommunications shall reference a formal delivery order number and shall be confirmed by issuance of the formal delivery order.

F.4 CHANGE TO INDIVIDUAL DELIVERY ORDER SCHEDULE (JAN 1997) CLA.1137

(a) The delivery schedule(s) of all delivery orders issued hereunder shall be established in accordance with the terms of the contract.

(b) In the event that the Contractor fails to deliver in accordance with the established delivery schedule(s) and if such failure is not due to an excusable delay as defined in the Default clause of this contract, the Government and the Contractor may at the Government's option, negotiate a revised delivery schedule(s) in exchange for adequate consideration to the Government. A contract modification will not be required, but the delivery order(s) shall be amended in writing accordingly.

(c) A delivery order change or amendment made pursuant to this clause shall not affect the delivery schedule(s) of any other delivery order(s) issued under this contract.

(d) This clause shall not limit the Government's rights under the Default clause.

F.5 CONTRACT PERIOD (JAN 1997) CLA.1604

The effective period of this contract is 1 year from October 1, 2002, or date of award, whichever is later, through August 31, 2003, unless extended by exercise of options.

3.2.4-20 INDEFINITE QUANTITY (JULY 1996)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the "Ordering" clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the "Order Limitations" clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after August 31, 2007.

NOTICE: The following provisions and/or contract clauses pertinent to this Section are hereby incorporated by reference in accordance with Clause 3.1-1, Section E.

3.10.1-9 STOP-WORK ORDER (APRIL 1996) ALTERNATE I (APRIL 1996)
3.10.1-11 GOVERNMENT DELAY OF WORK (APRIL 1996)

PART I - SECTION G - CONTRACT ADMINISTRATION DATA

G.1 GOVERNMENT FURNISHED PROPERTY AND SERVICES

The Government shall provide, without cost, the facilities, equipment, materials and/or services listed in Statement of Work.

G.2 OVERTIME

The FAA shall pay the basic hours as ordered and worked; paying overtime premium only on those hours approved in advance, worked as directed and paid to employees. (for example--If the contractor wants to use one employee 60 hours/week instead of two employees for the same 60-hour requirement on 1 or more tasks, FAA shall not pay overtime. If a contractor works exempt employees overtime and does not pay overtime, FAA shall not pay overtime). See--Definition C.2(a).

G.3 OPTION TO EXTEND SERVICES (JAN 1997) CLA.0116

The Government may unilaterally exercise its option to extend the term of the contract for performance of specified services pursuant to Section I, AMS Clause 3.2.4-34, Option to Extend Services , by written notice to the contractor not later than the expiration date of the current contract period.

G.4 INVOICING PROCEDURES - GENERAL (JAN 2002) CLA.0135

(a) In addition to the requirements set forth at AMS Clause 3.3.1-17, Prompt Payment, for the submission of a proper invoice, the contractor shall submit a separate invoice for (1) each month of performance of services, or (2) those items of supplies furnished, as follows:

(1) The original to:

FAA, Mike Monroney Aeronautical Center
Financial Operations Division (AMZ-100)
P.O. Box 25710
Oklahoma City, OK 73125-4913

(2) One copy to:

FAA, Mike Monroney Aeronautical Center
Aviation, Medical & Training Division, (AMQ-340)
P.O. Box 25082
Oklahoma City, OK 73125

(3) One copy:

FAA, Mike Monroney Aeronautical Center
(Applicable Contracting Officer Representative as designated by the Contracting Officer)
P.O. Box 25082
Oklahoma City, OK 73125

(b) Each invoice shall highlight the following information:
(1) Contract number and applicable Delivery Order number.
(2) Noun description of services and/or supplies, including applicable line item number(s) and quantity(s) that were provided.
(3) Extended totals for invoiced quantities.

(c) All contractors invoicing services to the FAA in labor hours shall maintain on file, and submit when required for verification or audit, certified time logs showing a daily start and ending work times, the daily total of productive hours charged to the contract, a daily entry for any non-productive work-hours and cumulative totals for each pay period.

G.5 ACCOUNTING AND APPROPRIATION DATA (JAN 1997) CLA.0502

Accounting and appropriation data will be set forth on individual delivery orders issued hereunder.

NOTICE: The following provisions and/or contract clauses pertinent to this Section are hereby incorporated by reference in accordance with Clause 3.1-1, Section E.

3.3.1-17 PROMPT PAYMENT (APRIL 1996)
3.9.1-2 PROTEST AFTER AWARD (APRIL 1996)

PART I - SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 LIMITATION OF FAA'S OBLIGATION -- ALLOTMENT OF FUNDS

(a) The FAA shall not be obligated to pay the contractor any amount in excess of the amount so set forth in each delivery order and the contractor shall not be obligated to continue performance by virtue of which the FAA's obligation hereunder would exceed the amount set forth in each delivery order unless and until the Contracting Officer shall have notified the contractor in writing that such amount had been increased and shall have specified in such notice a revised amount which shall thereupon constitute the ceiling for performance of the delivery order.

(b) The contractor shall notify the Contracting Officer in writing at the earliest practicable time, whenever it is expected that costs to be incurred within the succeeding thirty (30) days will exceed 85 percent of the amount stated in the delivery order. The contractor will also notify the Contracting Officer in writing at any other time if expected costs to be incurred for items chargeable to each delivery order will be substantially greater or less than the amount of the delivery order.

(c) The FAA reserves the right to increase or decrease the funds allotted herein for a delivery by way of a "Change to Order" (Optional Form 347--Overprint) or "Amendment of Solicitation/Modification of Contract" (Standard Form 30) on a unilateral basis to the respective delivery order. In no event shall the Contracting Officer decrease funds below the amount incurred by the contractor at the time of the notice of decrease.

H.2 ADMINISTRATIVE MATTERS

(a) In the event a contractor clearance form(s) and/or procedure is instituted by the Mike Monroney Aeronautical Center (MMAC), such form and procedure will be hereby incorporated and utilized by all contractor employees on this contract terminating employment here at the MMAC.

(b) Contractor Identification in the workplace--All contractor employees shall have nameplates at their individual workstations. Each nameplate shall identify the Company by name or logo, and include the contract employee's name. All contract employees shall be required to wear at all times the FAA issued identification card above the waist. This card shall be visible on the person at all time when on the Center.

H.3 PHASE-OUT

(a) In the event that the follow-on contract is awarded to other than the incumbent, the incumbent contractor shall cooperate to the extent required to permit an orderly change over to the successor contractor pursuant to the requirements of AMS Clause 3.8.2-11, Continuity of Services, and PWS.

(b) With regard to a successor contractor's access to incumbent employees, a recruitment notice may be placed in each facility.

H.4 QUALITY CONTROL PLAN

The contractor shall submit a "final" Quality Control Plan (QCP) to the Contracting Officer pursuant to SOW. This QCP shall be approved by the Contracting Officer prior to performance of the contract IAW the SOW.

H.5 STRIKE CONTINGENCY PLAN

The contractor shall submit a "final" Strike Contingency Plan (SCP) to the Contracting Officer within two weeks after contract award. The SCP will ensure continuity of all operations in the event of a strike by contractor personnel. Contractor operations under a SCP shall be at no additional cost to the Government.

H.6 STAFFING/RESOURCE UTILIZATION

The contractor shall assure that persons employed on this contract possess the required skills and are assigned duties consistent with the job classifications for which they were employed. Any Department of Labor imposed fine, penalty, or upward salary adjustment resulting from the contractor's failure to properly utilize classified employees, shall be the contractor's responsibility and <u>shall</u> <u>not</u> be allowed for purposes of reimbursement under this contract.

H.7 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK

Notwithstanding any other provision hereof, the Contractor is responsible for delays arising out of labor disputes, including but not limited to strikes, if such strikes are reasonably avoidable. A delay caused by a strike or by picketing which constitutes an unfair labor practice is not excusable unless the Contractor takes all reasonable and appropriate action to end such a strike or picketing, such as the filing of a charge with the National Labor Relations Board, the use of other available Government procedures, and the use of private boards or organizations for the settlement of disputes.

H.8 CONTRACTOR TESTIMONY

All requests for the testimony of the Contractor or its employees, and any intention to testify as an expert witness relating to: (a) any work required by, and/or performed under, this contract; or (b) any information provided by any party to assist the Contractor in the performance of this contract, shall be immediately reported to the Contracting Officer. Neither the Contractor nor its employees shall testify on a matter related to work performed or information provided under this contract, either voluntarily or pursuant to a request, in any judicial or administrative proceeding unless approved by the Contracting Officer or required by a judge in a final court order.

H.9 DISSEMINATION OF CONTRACT INFORMATION

The Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer. Two copies of any material proposed to be published or distributed shall be submitted to the Contracting Officer.

H.10 TERMINATION BY MUTUAL CONSENT

(a) The parties may terminate this contract in whole, or any segregable part thereof, without cause, by mutual consent. If one of the parties desires termination of this contract in whole or in part under the terms of this clause it shall so notify the other party in writing at least 30 days prior to the desired date of termination.

(b) The parties agree that neither will unreasonably withhold consent to termination when notification is received from the other party as described in paragraph (a) above. Each party agrees that it shall conduct good faith negotiations to terminate the contract as requested by the other party. Subjects of these negotiations may include, but are not limited to, identification of the terminated portion(s) of the contract, effective date of the termination, mutual waiver of rights, responsibilities and claims arising from or related to the terminated portion(s) of the contract and reservation of any remaining rights, responsibilities or liabilities arising from or related to the terminated portion(s) of the contract.

(c) Terminations executed under this clause shall be accomplished using a bilateral contract modification on an SF 30.

(d) Any option available during the termination period may be exercised within the termination period only. (See Section I, 3.2.4-34, "Option To Extend Services" clause.)

H.11 QUALIFICATIONS OF EMPLOYEES (JULY 2000)

The Contracting Officer will provide notice to the Contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The Contractor shall take appropriate action, including the removal of such employees from working on this FAA contract, at their own expense. The contractor agrees to insert terms that conform substantially to the language of this clause in all subcontracts under this contract.

H.12 NOTIFICATION OF CRIMINAL ACTIVITY BY CONTRACT EMPLOYEE (JAN 1997) **CLA.0069**

Upon learning that a contract employee has been charged by a law enforcement agency for any offense other than minor traffic offense, the contractor shall be required to provide written notification within one workday to the Contracting Officer. The Contracting Officer shall then notify AMC-700 in writing. A traffic offense will be considered minor when the maximum fine that could be imposed is $100 or less.

H.13 DIRECT HOURLY LABOR RATE (JAN 1997) **CLA.0125**

The purpose of this clause is to require the contractor to pay the labor rates which were negotiated and set forth in this contract. It is agreed by the parties that such rates represent adequate compensation to attract the competence levels in each labor category necessary for successful contract performance.

(a) The contractor agrees to pay all employees a direct hourly labor rate for each labor category required by Section B, Schedule of Supplies/Services and Prices/Costs, whose weighted average is no less than 98 percent of the final negotiated direct labor rate (the direct labor portion of the negotiated composite/billing rate) for each labor category.

(b) Weighted averages (i.e., labor dollars paid divided by the direct labor hours billed under each labor category) shall be computed by the contractor on a cumulative basis for each billing period and this information provided to the Contracting Officer in three month intervals, as a minimum.

(c) The contractor shall include a clause substantially the same as this in any subcontract for labor awarded for work under this contract. Wage rates paid to all subcontractor employees performing in the required labor categories are covered by this clause.

(d) Failure to pay the specified weighted average labor rates for each labor category, on a cumulative annual basis, shall constitute a variance from the contract requirements. Any credit to the Government shall be shown on the final invoice for the initial contract term and each renewal option period term. Credits shall be computed for each labor category on which the cumulative weighted average labor rate is less than 98 percent of the final negotiated direct hourly labor rate. No adjustment shall be made if the weighted average direct hourly labor rate for the labor category exceeds 98 percent of the final negotiated rates.

NOTE:

Prospective contractors must complete the attachment entitled "Negotiated Direct Hourly Labor Rates" and return as part of their proposal/best and final offer.

EXAMPLE

(This example assumes a final negotiated direct labor rate of $21.50/hr for Skill I, taken from a separate listing of such rates; and a billing rate of $38.00/hr taken from Section B, Supplies or Services and Prices/Cost. For Skill II, the final negotiated direct labor rate is assumed to be $18.75/hr and a billing rate of $32.00/hr.)

Labor Category	Actual Labor Rate Paid	Hours Worked	Total Labor Dollars
Contract Skill I	Employee A - $22.00	100	$ 2,200.00
	Employee B - $20.00	100	2,000.00
	Employee C - $19.00	100	1,900.00
	Employee D - $19.50	100	1,950.00
Invoice Total		400	$ 8,050.00
Previous Totals (All other invoices)		4,000	79,950.00
Cumulative Total		4,400	$88,000.00

Cumulative Weighted Average: $88,000 / 4,400 hours = $20.00
Cumulative Amount Billed: $38.00 x 4,400 hours = $167,200

Contract Skill II	Employee G - $18.00	100	$ 1,800.00
	Employee H - $19.00	100	1,900.00
	Employee J - $18.50	100	1,850.00
Invoice Total		300	$ 5,550.00
Previous Totals (All other invoices)		4,000	74,400.00
Cumulative Total		4,300	$79,950.00

Cumulative Weighted Average $79,950 / 4,300 hours = $18.59
Cumulative Amount Billed: $32.00 x 4,300 hours = $137,600

Final Billing Adjustment

Skill I
Wage ratio 93% ($20.00/$21.50), Variance 7% (100%-93%),
Adjustment 5% (98%-93%)
Credit to Government $8,360 ($167,200 x 5%)

Skill II
Wage ratio 99% ($18.59/$18.75), Variance 1% (100%-99%),
Adjustment 0% (98%-99%)
Credit to Government $-0- ($137,600 x 0%)

H.14 CONTRACT SHUTDOWN PROCEDURES PENDING APPROPRIATIONS FOR NEW FISCAL YEAR (JAN 1997) **CLA.1051**

(a) In the event no continuing resolution or permanent appropriation is in place at the outset of the new fiscal year (FY), contractor employees are expected to report for their assigned duties the first workday of that new FY. Absent an appropriation, contract services that are determined by the Government to be non-essential will be shutdown as soon as practical. To implement the shutdown, the Contracting Officer may require the contractor to stop all, or any part, of the work called for under the contract pursuant to AMS clause 3.10.1-9, Stop-Work Order.

(b) This clause does not limit the Government's rights provided by AMS 3.10.6-4, Default, or AMS 3.10.6-1, Termination for Convenience of the Government, clause of the contract.

H.15 REQUIREMENT FOR SCREENING OF CONTRACTOR PERSONNEL CLA.1262 (JUL 2001)

(a) **Contractor Screening of Personnel.** The operation of this contract is intended to promote the continued safe and secure operation of Federal Aviation Administration (FAA) facilities, systems and resources that comprise or support the National Aerospace System. Access to most FAA locations, systems and equipment is restricted and controlled by the responsible FAA Servicing Security Element. No rights of access to FAA facilities or resources are conferred to the contractor or contractor personnel by this contract. The contractor is responsible for identifying and providing qualified and acceptable personnel in performance of the contract. To meet this requirement, the contractor shall perform routine personnel screening prior to personnel having access to any FAA facility, resources, or sensitive information.

(1) The contractor shall obtain a criminal history report of the prospective employee from the appropriate state authority, i.e., the state where the individual was last employed. If the criminal history report reveals an occurrence of activity listed in paragraphs 1 through 6 of the contract attachment entitled "Screening Standards-Contractor" within the preceding 9 years, the prospective employee shall not be allowed access to any FAA facility, resources, or sensitive information. Payment of any fees charged for such criminal history reports shall be the responsibility of the contractor. If the cost is included in the price of the contract, it shall be subject to the usual tests of allocability and reasonableness.

(2) The Government expects that the contractor will normally contact prospective employees' previous employer(s) for employment history, and apply the contractor's customary standards for employment suitability. If this employment history check reveals a documented occurrence of activity listed in paragraph 7 of the contract attachment entitled "Screening Standards - CONTRACTOR" within the preceding 9 years, the prospective employee shall not be allowed access to any FAA facility, resources, or sensitive information.

(3) When specific experience or educational requirements apply to personnel performing on the contract, the contractor shall verify prospective employees' claimed experience or educational qualifications.

(b) **Government Screening Standards for Contractor Personnel.**

(1) The Contractor shall inform prospective employees that the FAA will perform background investigations on contractor personnel prior to their gaining access to any Federal Aviation Administration (FAA) facility, resource or sensitive information/system in performance of the contract.

(2) Prior to placing any employee in a position having access to FAA facilities, resources or sensitive information, the contractor shall provide that employee a copy of the contract attachment entitled "Adjudicative Standards: Issues". (Appendix 6, FAA Order 1600.72). In addition, the contractor must advise the prospective employee of FAA's intent to employ such adjudicative standards in determining employee access as described above.

(3) Any personnel the contractor employs to work on FAA facilities and resources found to have a conviction history within nine (9) years prior to beginning performance under this contract shall be denied access to any FAA-controlled facility/resource. No access will be granted until the Government's background investigation is complete and a favorable determination made as a result of the adjudication process.

(c) Upon written request to the CO or his/her designated representative, the FAA may waive the screening requirements with respect to:

(1) a contractor employee that has had a FAA background investigation within the previous five years, with uninterrupted employment and performance on a FAA facility, and a record of acceptable behavior; or

(2) a contractor employee that has had a FAA background investigation within the previous 12 months, with interrupted employment and performance on a FAA facility, and a record of acceptable behavior.

(d) If in unusual circumstances the contractor finds it necessary to utilize a person that does not meet the requirements of paragraph (a), the FAA may at its sole discretion, grant a waiver to this clause. Contractor's request for waiver shall be in writing to the contracting officer, providing information about mitigating circumstances to the negative screening results, and explain why the person should have access to FAA facilities, resources or sensitive information. The FAA will grant or deny the waiver request in writing within 15 days following receipt. The decision to grant or deny the waiver is solely the FAA's, and is not subject to appeal or to the "Disputes" clause of this contract. The contractor understands that access suitability determinations by the responsible Security Servicing Element, although conclusive under this contract, derive legal standing independent of the contract.

(e) If the contractor fails to perform the required screening, or disregards the results of the screening, and subject personnel are found to be unacceptable as a result of FAA background investigation(s), the contractor shall be responsible for FAA's cost of subsequent FAA background investigation(s) of the replacement personnel. The cost of additional FAA background investigation(s) may be deducted from requests for payment under the contract.

(f) The Contractor shall retain all reports and related documentation pertaining to (a)(1) through (3) for the duration of this contract, and shall make them available for review by the contracting officer, or his/her designated representative, within 10 days of written request.

(g) Neither the time required to perform the screening, nor the impact of any personnel action(s) required as a consequence of the screening shall be considered an "excusable delay" as described in the "Default" clause of this contract.

(h) Notwithstanding the diligent effort of the contractor to provide qualified and acceptable personnel for performance of the contract, the CO may by written notice deny access to FAA facilities, resources, or sensitive information to those personnel who have been deemed incompetent, careless, dangerous, unsuitable or otherwise objectionable, former federal employees in violation of a post-employment restriction, or those whose continued presence on Government property is contrary to the public interest or inconsistent with the interest of national security. The Contractor shall fill out, and cause each of its personnel on the contract to fill out for submission to the Government, such forms as may be necessary for security or other reasons relating to qualifications and suitability for contract work. Upon request of the CO, the Contractor's personnel shall be fingerprinted.

H.16 SAVE HARMLESS AND INDEMNITY AGREEMENT (JAN 1997) CLA.3211

The contractor shall save and keep harmless and indemnify the Government against any and all liability, claims, and costs of whatsoever kind and nature of injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work in connection with this contract, resulting from the negligent acts, fault or omissions of the contractor, any subcontractor, or any employee, agent, or representative of the contractor or any subcontractor.

H.17 LIABILITY INSURANCE (JAN 1997) CLA.3212

(a) Pursuant to AMS 3.4.1-10, Insurance--Work on a Government Installation, the insurance required of the contract during contract performance is:

(1) Workers' compensation and employer's liability as required by applicable Federal and Oklahoma State workers' compensation and occupational disease statutes. Employer's liability coverage shall be not less than $100,000.

(2) General liability coverage written on the comprehensive form of policy providing limits of liability for bodily injury of not less than $500,000 for each occurrence and property damage limits of liability of not less than $100,000 for each accident.

(3) Automobile liability (applicable to vehicles used in connection with contract performance) written on the comprehensive form of policy providing coverage of at least $200,000 per person and $500,000 per occurrence for bodily injury and $100,000 per occurrence for property damage.

(b) The policy shall name "The United States of America, acting by and through the Federal Aviation Administration" as an additional insured with respect to operations performed under this contract.

(c) The policy shall include the following provision: "It is a condition of this policy that the insurer shall furnish written notice to the Federal Aviation Administration (certificate holder) 30 days in advance of any reduction in or cancellation of this policy."

(d) Certificate holder address:

Federal Aviation Administration
Aviation, Medical & Training
Acquisition Division, AMQ-340
P. O. Box 25082
Oklahoma City, OK 73125

(e) At any time during contract performance and upon request of the Contracting Officer, the contractor shall provide a certified true copy of the liability policy and manually countersigned endorsements of any changes thereto.

H.18 FAA FACILITY REGULATIONS (JUL 2001) CLA.3402

Contractor personnel, including employees of subcontractors, suppliers, etc., working or visiting an FAA facility, shall abide by all appropriate traffic, parking, security, and airport regulations in effect at that facility.

H.19 GOVERNMENT-ISSUED KEYS AND IDENTIFICATION CARDS (JAN 1997) CLA.3403

(a) It may become necessary for the Government to issue keys or identification (ID) cards to contractor personnel. Prior to or upon completion or termination of the work required hereunder, the contractor shall return all such keys and ID cards to the Contracting Officer or his/her duly authorized representative. The duplication and use of keys or ID cards is a violation of security procedures and is prohibited.

(b) In the event such keys or ID cards are not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provisions of the contract, withhold $50 for each key or ID card not returned. If the keys or ID cards are not returned within 30 days from the date the withholding action was initiated, any amount so withheld will be forfeited by the contractor.

(c) Access to aircraft ramp/hangar areas is restricted to those persons displaying an identification badge issued pursuant to Part 107 of the Federal Aviation Regulations.

(d) The Government retains the right to inspect, inventory, or audit the ID cards, badges, keys and RUSCARDS issued to the contractor in connection with the contract at the convenience of the Government. Any items not

accounted for to the satisfaction of the Government shall be assumed to be lost and the provisions of paragraph (b) shall apply.

(e) Keys shall be obtained from the Contracting Officer's Representative (COR) who will require the contractor to sign a receipt for each key obtained. Lost keys shall be reported to AMC-700 and AMP-300 through the COR. RUSCARD keys shall be handled in the same manner as metal keys.

(f) Each contract employee, during all times of on site performance at the Mike Monroney Aeronautical Center, shall prominently display his/her identification card (DOT Form 1681.3) or badge (flight line badge AC Form 1650-1 or warehouse/computer room badge FAA Form 1600-40). Such ID card or badge shall be in an unexpired state, unless waived by the Civil Aviation security Division, AMC-700.

(1) The ID card or badge shall contain, as a minimum, the name of the contractor or company, the full name of the contract employee, the expiration date of the contract (not to exceed three (3) years form date of contract issuance), and a photograph of the employee.

(2) Arrangements for card or badge preparation, including photographs and laminating, can be made by contracting the Aeronautical Center guards at (405) 954-4620. The Aeronautical Center Guard Office is located in Room 151 of Headquarters Building.

(3) The ID card or badge can be obtained by submitting to the Maintenance and Operations Division (AMP-300), a completed Identification Card/Credential Application (FAA Form 1600-14) for each employee. Each application must be signed by the employee and authorized by a Contracting Officer (CO) or the Contracting Officer's Representative (COR). The contractor's project manager shall receive and sign for each ID card or badge issued on the reverse of the FAA Form 1600-14. The application will be retained by the Government for accountability purposes. The application shall contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date, the contract issuance date, and the required signatures.

H.20 3.13-6 CONTRACTOR PERSONNEL SUITABILITY REQUIREMENTS CLA.4543 (JULY 2001) (AS REVISED 7/25/01)

(a) Definitions.

(1) Access - In general the term "access' is defined as the ability to physically enter or pass through an FAA area or a facility; or having the physical ability or authority to obtain FAA sensitive information, materials or resources. In relation to classified information, the ability, authority or opportunity to obtain knowledge of such information or materials.

(2) Classified information - means official information or material that requires protection in the interest of national security and is classified for such purpose by appropriate classification authority in accordance with the provisions of Executive Order 12958, Classified National Security Information, in accordance with the provisions of Executive Order 12968, Access to Classified.

(3) Contractor employee as used for personnel security - any person employed as or by a contractor, subcontractor or consultant in support of the FAA.

(4) FAA Facility as it applies to personnel security - any manned or unmanned building, structure, warehouse, appendage, storage area, utilities, and components, which, when related by function and location form an operating entity owned, operated, or controlled by the FAA.

(5) Operating Office - a FAA line of business, an office or service in FAA headquarters, or a FAA division level organization in a region or center.

(6) Resources - FAA resources include a physical plant, information databases including hardware and software, as well as manual records pertaining to agency mission or personnel.

(7) Sensitive Information - any information which if subject to unauthorized access, modification, loss, or misuse could adversely affect the national interest, the conduct of Federal programs, or the privacy to which individuals are entitled under Section 552a of Title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy. Sensitive data also includes proprietary data.

(8) Servicing Security Element - the FAA headquarters, region, or center organizational element, which is responsible for providing security services to a particular activity.

(b) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have access to FAA: (1) facilities, (2) sensitive information, and/or (3) resources regardless of the location where such access occurs, and none of the exceptions listed in FAA Order 1600.72, Chapter 4, paragraph 403g, 403i-1 and/or 409, pertain.

(c) Consistent with FAA Order 1600.72, the FAA Servicing Security Element (SSE) has approved designated risk levels for the following positions under the contract:

Position	Risk Level
Payroll Technician	5
Accounting Clerk III	5
General Accountant I	5

(d) Not later than 30 days after contract award (or date of modification, if this provision is included by modification to an existing contract), for each employee in a listed position, provided, no previous background investigations can be supported as described below, the contractor shall submit the following documentation to the SSE for an employment suitability determination.

(1) Standard Form (SF) 85P, Questionnaire for Public Trust Positions, revised September 1995. The SF 85P shall be completed (all questions answered) in accordance with the instruction sheet.

(2) One single sheet fingerprint card (FD-258). The FAA SSE will provide information pertaining to the location of fingerprinting facilities. All fingerprint charts shall be written in ink or typewritten with all answerable question blocks completed, and shall be signed and dated within the 60 day period preceding the submission.

(3) The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and shall serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72. If an employee has had a previous background investigation completed by a federal Government entity, which meets the requirements of Chapter 4 of FAA Order 1600.72, it will be accepted by the FAA, however, the FAA reserves the right to conduct further investigations, if necessary. For each employee for which a previous background investigation was completed the Contractor shall provide, in writing to the SSE, the name, date of birth, place of birth, and social security number of the employee, the name of the investigating entity and approximate date the previous background investigation was completed.

(4) The Contractor shall submit the required information with a transmittal letter referencing the contract number and this request to:

Mike Monroney Aeronautical Center Contracts:
Mgr., Investigations and Internal Security Branch, AMC-700
Federal Aviation Administration
6500 S. MacArthur Blvd.
Oklahoma City, OK 73169

(5) The transmittal letter shall also include a list of the names of employees and their positions for which completed forms were submitted to the SSE pursuant to this Clause. A copy of the transmittal letter shall also be provided to the Contracting Officer.

(e) The contractor shall submit the information required by Section (d) of this Clause for any new employee not listed in the Contractor's initial thirty (30) day submission who is hired into any position identified in Section (c) of this Clause.

(f) No contractor employee shall work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work. However, if this provision is added by modification to an existing contract, contractor employees performing in the positions listed above may continue work on the contract pending:

(1) the submittal of all necessary forms within 30 days, and

(2) completion of a suitability investigation by the SSE, subject to the following conditions:

NONE

(3) If the necessary forms are not submitted by the Contractor to the SSE within 30 days of the effective date of the modification, the contractor employee shall be denied access to FAA facilities, sensitive information and/or resources until such time as the forms are submitted.

(g) As applicable, the Contractor shall submit quarterly reports providing the following information to the Contracting Officer with a copy to the SSE and the Operating Office on or before the fifth day following each report period: A complete listing by full name in alphabetical order with the social security number, of all contractor personnel who had access to an FAA facility, sensitive information and/or resources anytime during the report period (social security number shall be omitted from CO and Operating Office copies of report(s)).

(1) In addition to the above mentioned quarterly report requirements, the Contractor shall submit to the SSE on or before the fifth day of each month, any employment changes made during the reporting period. Examples of such changes are terminations (to include name, SSN, termination date), new hires (to include name, SSN, hire date), and name changes. All lists should be in alphabetical order and have the name of the Contractor and the contract number.

(h) The Contractor shall notify the CO within one (1) day after any employee identified pursuant to Section (c) of this Clause is terminated from performance on the contract.

(i) The Contracting Officer may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the Contractor shall provide, or cause each of its employees to provide such security information to the SSE, and the same transmittal letter requirements of Section (d) of this Clause shall apply.

(j) Failure to submit information required by this clause within the time required may be determined by the Contracting Officer a material breach of the contract.

(k) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(l) The contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (l) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 4, paragraph 403g, 403i-1, and 409 of FAA Order 1600.72 do not apply.

H.21 FOREIGN NATIONALS AS CONTRACTOR EMPLOYEES (JUL 2001) CLA.4544

(a) All contractor personnel involved with the performance of this contract requiring access as defined by the Clause entitled 3.13-6 Contractor Personnel Suitability Requirements, in performance of this contract, shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status. Copies of applicable documentation must be available to appropriate Federal Officials upon request.

(b) Aliens and foreign nationals proposed under this contract who have access to FAA sensitive information, facilities and/or resources must meet the following conditions in accordance with FAA Order 1600.72, chapter 4, paragraph 407: (1) must have resided within the United States for 3 consecutive years of the last 5 years unless a waiver of this requirement is requested and approved in accordance with the requirements stated in FAA Order 1600.72, chapter 4, paragraph 409(b)(3); (2) a risk or sensitivity level designation can be made for the position; and (3) the appropriate security screening can be adequately conducted.

H.22 SECURITY FORMS SUBMITTAL REQUIREMENTS (JUL 2001) CLA.4545

(a) The contractor shall submit complete (meaning every blank filled in), accurate (to the best of their knowledge) and timely (within the time frame specified in the Clause entitled 3.13-6 Contractor Personnel Suitability Requirements) security forms with the required transmittal letter to the appropriate Servicing Security Element (SSE). A copy of the transmittal letter shall also be provided to the Contracting Officer.

(b) The applicable security forms are located on the Internet at http://www.mmac.jccbi.gov/amq/security.htm except for the Fingerprint Charts (Form No. FD-258) and ID Card Applications (DOT Form 1681) which will be provided by the COTR after contract award.

(c) Any discrepancies/incomplete forms shall be returned to the contractor's Project Manager or in lieu thereof, to the Government's Contracting Officer's Technical Representative (COTR) for return to the contractor.

(d) Failure on the contractor's part to submit complete, accurate and timely information (in whole or in part) may be grounds for termination under the Default clause of this contract.

3.10.1-22 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (JULY 1996)

(a) The Contracting Officer may designate other Government personnel (known as the Contracting Officer's Technical Representative) to act as his or her authorized representative for contract administration functions which do not involve changes to the scope, price, schedule, or terms and conditions of the contract. The designation will be in writing, signed by the Contracting Officer, and will set forth the authorities and limitations of the

representative(s) under the contract. Such designation will not contain authority to sign contractual documents, order contract changes, modify contract terms, or create any commitment or liability on the part of the Government different from that set forth in the contract.

(b) The Contractor shall immediately contact the Contracting Officer is there is any question regarding the authority of an individual to act on behalf of the Contracting Officer under this contract.

PART II - SECTION I - CONTRACT CLAUSES

3.2.4-16 ORDERING (OCTOBER 3, 1996)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from September 1, 2002 through August 31, 2003, or as extended by the option years.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

3.2.4-17 ORDER LIMITATIONS (OCTOBER 3, 1996)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1776 hours, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of 177,600 hours;

(2) Any order for a combination of items in excess of 293,040 hours; or

(3) A series of orders from the same ordering office within ten days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract, the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within ten days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

3.2.4-34 OPTION TO EXTEND SERVICES (APRIL 1996) (revised)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor no later than the expiration date of the current contract period.

3.2.4-35 OPTION TO EXTEND THE TERM OF THE CONTRACT (APRIL 1996)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years, six months.

3.3.1-11 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APRIL 1996)

Funds are not presently available for performance under this contract beyond September 30, 1997. The FAA 's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise for performance under this contract beyond - September 30, 1997, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

3.4.1-10 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JULY 1996)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the "Schedule" or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall certify to the Contracting Officer in writing by letter or certificate of insurance, reflecting the FAA's contract number, that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Federal Aviation Administration's interest shall not be effective:

(1) for such period as the laws of the State in which this contract is to be performed prescribe, or

(2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the "Schedule" or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies (reflecting the FAA's contract number to ensure proper filing of documents) available to the Contracting Officer upon request.

3.6.1-1 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (APRIL 1996)

(a) Definition. Small business concern, as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the standard industrial classification size standards in this Screening Information Request (SIR).

(b) General.

(1) Information and/or offers are requested only from small business concerns. Information and/or offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this SIR will be made to a small business concern.

(c) Agreement. A manufacturer or regular dealer submitting information and/or an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns inside the United States, its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. However, this requirement does not apply in connection with construction or service contracts.

3.6.2-29 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (APRIL 1996)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332. This Statement is for Information Only: It Is Not a Wage Determination

Labor Category	Employees Class	Monetary Wage-Fringe Benefits
Payroll Technician	FG-7	$12.94
Accounting Clerk III	FG-7	$12.94
General Accountant I	FG-11	$21.70

3.8.2-11 CONTINUITY OF SERVICES (APRIL 1996)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to:

(1) furnish phase-in training and

(2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice:

(1) furnish phase-in, phase-out services for up to 90 days after this contract expires and

(2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase- in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a prorata portion of the fee (profit) under this contract.

3.8.2-17 KEY PERSONNEL AND FACILITIES (JULY 1996)

(a) The personnel and/or facilities as specified below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract.

(b) Prior to removing, replacing, or diverting any of the specified personnel and/or facilities, the Contractor shall notify in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(c) No diversion shall be made by the Contractor without the written consent of the Contracting Officer.

(d) The key personnel and/or facilities under this contract are:

Don Tye	Program Manager
Rocie Ptechprom	Deputy Program Manager
Jeanne McLaughlin	Supervisor

[List key personnel and/or facilities]

NOTICE: The following provisions and/or contract clauses pertinent to this Section are hereby incorporated by reference in accordance with Clause 3.1-1, Section E.

3.1.7-2	ORGANIZATIONAL CONFLICTS OF INTEREST (AUGUST 1997)
3.2.2.3-1	FALSE STATEMENTS IN OFFERS (APRIL 1996)
3.2.2.3-30	TERMINATION OF DEFINED BENEFIT PENSION PLANS (APRIL 1996)
3.2.2.3-33	ORDER OF PRECEDENCE (APRIL 1996)
3.2.2.3-38	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (JUNE 1999)
3.2.2.3-39	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (JUNE 1999)
3.2.2.7-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (APRIL 1996)
3.2.5-1	OFFICIALS NOT TO BENEFIT (APRIL 1996)
3.2.5-3	GRATUITIES OR GIFTS (APRIL 1996)
3.2.5-4	CONTINGENT FEES (OCTOBER 3, 1996)
3.2.5-5	ANTI-KICKBACK PROCEDURES (APRIL 1996)
3.2.5-8	WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (APRIL 1996)
3.2.5-11	DRUG FREE WORKPLACE (APRIL 1996)
3.3.1-1	PAYMENTS (APRIL 1996)
3.3.1-5	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (APRIL 2001)
3.3.1-6	DISCOUNTS FOR PROMPT PAYMENT (APRIL 1996)
3.3.1-7	LIMITATION ON WITHHOLDING OF PAYMENTS (APRIL 1996)
3.3.1-8	EXTRAS (APRIL 1996)
3.3.1-9	INTEREST (APRIL 1996)
3.3.1-10	AVAILABILITY OF FUNDS (APRIL 1996)
3.3.1-15	ASSIGNMENT OF CLAIMS (APRIL 1996)
3.3.1-17	PROMPT PAYMENT (APRIL 1996)
3.3.1-25	MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT (OCTOBER 3, 1996)
3.3.2-1	FAA COST PRINCIPLES (OCTOBER 1996)
3.4.2-6	TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APRIL 1996)

3.4.2-8	FEDERAL, STATE, AND LOCAL TAXES--FIXED PRICE CONTRACT (APRIL 1996)
3.6.1-3	UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS (APRIL 1996)
3.6.1-4	SMALL, SMALL DISADVANTAGED, WOMEN-OWNED AND SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS SUBCONTRACTING PLAN (SEPTEMBER 2001)
3.6.2-1	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION (APRIL 1996)
3.6.2-2	CONVICT LABOR (APRIL 1996)
3.6.2-9	EQUAL OPPORTUNITY (APRIL 1996)
3.6.2-12	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (JULY 1996)
3.6.2-13	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (APRIL 1996)
3.6.2-14	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF VIETNAM ERA (APRIL 1996)
3.6.2-16	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (APRIL 1996)
3.6.2-28	SERVICE CONTRACT ACT OF 1965, AS AMENDED (APRIL 1996)
3.6.2-30	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (APRIL 1996)
3.6.3-2	CLEAN AIR AND WATER (APRIL 1996)
3.7-1	PRIVACY ACT NOTIFICATION (OCTOBER 1996)
3.7-2	PRIVACY ACT (OCTOBER 1996)
3.8.2-10	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APRIL 1996)
3.9.1-1	CONTRACT DISPUTES (APRIL 1996)
3.9.1-2	PROTEST AFTER AWARD (APRIL 1996)
3.10.1-12	CHANGES--FIXED-PRICE (APRIL 1996) ALTERNATE I (APRIL 1996)
3.10.1-14	CHANGES--TIME AND MATERIALS OR LABOR HOURS (APRIL 1996)
3.10.2-3	SUBCONTRACTS (TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS) (APRIL 1996)
3.10.6-1	TERMINATION FOR CONVENIENCE OF THE FAA (FIXED PRICE) (APRIL 1996)
3.10.6-4	DEFAULT (FIXED PRICE SUPPLY AND SERVICE) (APRIL 1996)
3.10.6-7	EXCUSABLE DELAYS (OCTOBER 1996)

PART III - SECTION J - LIST OF ATTACHMENTS

Attachments	Title	Date	No. of Pages
One (1)	Department of Labor Wage Determinations Wage Determination No. 94-2431 Revision 19	7/7/02	10
Two (2)	Screening Standards - Contractor	N/A	1
Three (3)	Adjudicative Standards - Issues	N/A	1

William W.Gross Director	Division of Wage Determinations	Wage Determination No.: 1994-2431 Revision No.: 19 Date Of Last Revision: 06/07/2002

State: Oklahoma

Area: Oklahoma Counties of Alfalfa, Atoka, Beckham, Blaine, Bryan, Caddo, Canadian, Carter,
Cleveland, Coal, Custer, Dewey, Ellis, Garfield, Garvin, Grady, Grant, Harper, Hughes,
Johnston, Kingfisher, Lincoln, Logan, Love, Major, Marshall, McClain, Murray, Noble, Oklahoma, Payne, Pontotoc, Pottawatomie, Roger Mills, Seminole, Washita, Woods, Woodward

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	9.70
Accounting Clerk II	10.67
Accounting Clerk III	13.68
Accounting Clerk IV	18.28
Court Reporter	15.59
Dispatcher, Motor Vehicle	13.46
Document Preparation Clerk	11.00
Duplicating Machine Operator	10.00
Film/Tape Librarian	10.87
General Clerk I	9.11
General Clerk II	9.87
General Clerk III	12.50
General Clerk IV	18.00
Housing Referral Assistant	17.38
Key Entry Operator I	8.90
Key Entry Operator II	10.09
Messenger (Courier)	9.49
Order Clerk I	10.18
Order Clerk II	14.08
Personnel Assistant (Employment) I	11.59
Personnel Assistant (Employment) II	12.65
Personnel Assistant (Employment) III	14.34
Personnel Assistant (Employment) IV	16.63
Production Control Clerk	15.50
Rental Clerk	11.33
Scheduler, Maintenance	12.03
Secretary I	12.03
Secretary II	15.00
Secretary III	17.38
Secretary IV	19.54
Secretary V	20.69
Service Order Dispatcher	11.88
Stenographer I	10.12
Stenographer II	11.36
Supply Technician	19.54
Survey Worker (Interviewer)	13.25
Switchboard Operator-Receptionist	9.97
Test Examiner	15.00
Test Proctor	15.00
Travel Clerk I	9.94
Travel Clerk II	10.44

Travel Clerk III	10.93
Word Processor I	8.16
Word Processor II	9.77
Word Processor III	10.61
Automatic Data Processing Occupations	
Computer Data Librarian	8.07
Computer Operator I	9.92
Computer Operator II	12.21
Computer Operator III	16.37
Computer Operator IV	17.71
Computer Operator V	19.63
Computer Programmer I (1)	19.87
Computer Programmer II (1)	22.80
Computer Programmer III (1)	27.62
Computer,Programmer IV (1)	27.62
Computer Systems Analyst I (1)	23.46
Computer Systems Analyst II (1)	26.26
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	11.12
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	15.64
Automotive Glass Installer	15.47
Automotive Worker	14.08
Electrician, Automotive	16.35
Mobile Equipment Servicer	12.54
Motor Equipment Metal Mechanic	15.64
Motor Equipment Metal Worker	14.08
Motor Vehicle Mechanic	15.64
Motor Vehicle Mechanic Helper	11.98
Motor Vehicle Upholstery Worker	13.31
Motor Vehicle Wrecker	14.08
Painter, Automotive	14.86
Radiator Repair Specialist	14.08
Tire Repairer	12.12
Transmission Repair Specialist	15.64
Food Preparation and Service Occupations	
Baker	9.04
Cook I	7.51
Cook II	9.04
Dishwasher	6.60
Food Service Worker	6.50
Meat Cutter	11.21
Waiter/Waitress	6.75
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	14.86
Furniture Handler	10.36
Furniture Refinisher	14.86
Furniture Refinisher Helper	11.75
Furniture Repairer, Minor	13.31
Upholsterer	14.86
General Services and Support Occupations	
Cleaner, Vehicles	8.06
Elevator Operator	7.98
Gardener	10.30
House Keeping Aid I	6.89
House Keeping Aid II	8.57
Janitor	8.22
Laborer, Grounds Maintenance	8.66
Maid or Houseman	6.89
Pest Controller	11.28
Refuse Collector	7.62
Tractor Operator	9.66
Window Cleaner	8.71

Health Occupations	
Dental Assistant	11.76
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.19
Licensed Practical Nurse I	10.16
Licensed Practical Nurse II	11.42
Licensed Practical Nurse III	12.78
Medical Assistant	9.93
Medical Laboratory Technician	10.88
Medical Record Clerk	11.24
Medical Record Technician	13.54
Nursing Assistant I	7.67
Nursing Assistant II	8.62
Nursing Assistant III	9.41
Nursing Assistant IV	10.55
Pharmacy Technician	12.19
Phlebotomist	11.42
Registered Nurse I	16.67
Registered Nurse II	20.39
Registered Nurse II, Specialist	20.39
Registered Nurse III	24.66
Registered Nurse III, Anesthetist	24.66
Registered Nurse IV	29.57
Information and Arts Occupations	
Audiovisual Librarian	16.49
Exhibits Specialist I	18.53
Exhibits Specialist II	20.67
Exhibits Specialist III	24.88
Illustrator I	17.00
Illustrator II	18.79
Illustrator III	23.46
Librarian	16.75
Library Technician	11.07
Photographer I	10.96
Photographer II	13.53
Photographer III	16.34
Photographer IV	20.40
Photographer V	23.41
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	7.03
Counter Attendant	7.03
Dry Cleaner	8.59
Finisher, Flatwork, Machine	7.03
Presser, Hand	7.03
Presser, Machine, Drycleaning	7.03
Presser, Machine, Shirts	7.03
Presser, Machine, Wearing Apparel, Laundry	7.03
Sewing Machine Operator	9.22
Tailor	9.84
Washer, Machine	7.69
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	16.35
Tool and Die Maker	22.22
Material Handling and Packing Occupations	
Forklift Operator	12.68
Fuel Distribution System Operator	14.02
Material Coordinator	15.99
Material Expediter	15.99
Material Handling Laborer	10.95
Order Filler	11.74
Production Line Worker (Food Processing)	11.53
Shipping Packer	11.78
Shipping/Receiving Clerk	11.78
Stock Clerk (Shelf Stocker; Store Worker II)	13.22

Store Worker I	10.94
Tools and Parts Attendant	11.53
Warehouse Specialist	11.53
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	16.18
Aircraft Mechanic Helper	11.75
Aircraft Quality Control Inspector	16.44
Aircraft Servicer	13.31
Aircraft Worker	14.08
Appliance Mechanic	14.86
Bicycle Repairer	12.12
Cable Splicer	16.45
Carpenter, Maintenance	14.95
Carpet Layer	14.08
Electrician, Maintenance	16.40
Electronics Technician, Maintenance I	14.31
Electronics Technician, Maintenance II	21.53
Electronics Technician, Maintenance III	24.15
Fabric Worker	13.31
Fire Alarm System Mechanic	15.64
Fire Extinguisher Repairer	12.54
Fuel Distribution System Mechanic	17.20
General Maintenance Worker	14.08
Heating, Refrigeration and Air Conditioning Mechanic	15.64
Heavy Equipment Mechanic	15.64
Heavy Equipment Operator	16.82
Instrument Mechanic	17.02
Laborer	9.04
Locksmith	14.86
Machinery Maintenance Mechanic	16.70
Machinist, Maintenance	15.64
Maintenance Trades Helper	11.98
Millwright	16.24
Office Appliance Repairer	14.86
Painter, Aircraft	14.86
Painter, Maintenance	14.86
Pipefitter, Maintenance	18.00
Plumber, Maintenance	17.30
Pneudraulic Systems Mechanic	15.64
Rigger	16.14
Scale Mechanic	14.08
Sheet-Metal Worker, Maintenance	17.15
Small Engine Mechanic	14.08
Telecommunication Mechanic I	19.01
Telecommunication Mechanic II	19.93
Telephone Lineman	19.01
Welder, Combination, Maintenance	15.64
Well Driller	17.20
Woodcraft Worker	15.64
Woodworker	12.54
Miscellaneous Occupations	
Animal Caretaker	8.67
Carnival Equipment Operator	8.68
Carnival Equipment Repairer	9.26
Carnival Worker	6.74
Cashier	6.91
Desk Clerk	8.41
Embalmer	17.93
Lifeguard	9.42
Mortician	18.23
Park Attendant (Aide)	11.84
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.09
Recreation Specialist	11.65

Recycling Worker	8.64
Sales Clerk	9.52
School Crossing Guard (Crosswalk Attendant)	6.37
Sport Official	9.42
Survey Party Chief (Chief of Party)	17.85
Surveying Aide	10.03
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	14.39
Swimming Pool Operator	11.44
Vending Machine Attendant	9.50
Vending Machine Repairer	11.44
Vending Machine Repairer Helper	9.24
Personal Needs Occupations	
Child Care Attendant	8.41
Child Care Center Clerk	12.06
Chore Aid	7.02
Homemaker	15.64
Plant and System Operation Occupations	
Boiler Tender	18.49
Sewage Plant Operator	15.27
Stationary Engineer	19.78
Ventilation Equipment Tender	11.75
Water Treatment Plant Operator	14.86
Protective Service Occupations	
Alarm Monitor	11.01
Corrections Officer	17.42
Court Security Officer	17.42
Detention Officer	17.42
Firefighter	16.63
Guard I	9.15
Guard II	13.43
Police Officer	18.21
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	15.79
Hatch Tender	13.82
Line Handler	13.82
Stevedore I	14.94
Stevedore II	16.67
Technical Occupations	
Air Traffic Control Specialist, Center (2)	28.21
Air Traffic Control Specialist, Station (2)	19.46
Air Traffic Control Specialist, Terminal (2)	21.43
Archeological Technician I	14.05
Archeological Technician II	16.90
Archeological Technician III	20.92
Cartographic Technician	19.12
Civil Engineering Technician	18.18
Computer Based Training (CBT) Specialist/ Instructor	25.02
Drafter I	12.17
Drafter II	14.05
Drafter III	18.53
Drafter IV	21.63
Engineering Technician I	14.93
Engineering Technician II	18.70
Engineering Technician III	20.55
Engineering Technician IV	26.62
Engineering Technician V	30.72
Engineering Technician VI	35.25
Environmental Technician	17.03
Flight Simulator/Instructor (Pilot)	26.55
Graphic Artist	18.92
Instructor	19.76
Laboratory Technician	13.45
Mathematical Technician	20.68

Paralegal/Legal Assistant I	13.76
Paralegal/Legal Assistant II	17.93
Paralegal/Legal Assistant III	21.93
Paralegal/Legal Assistant IV	26.54
Photooptics Technician	19.64
Technical Writer	20.46
Unexploded (UXO) Safety Escort	17.93
Unexploded (UXO) Sweep Personnel	17.93
Unexploded Ordnance (UXO) Technician I	17.93
Unexploded Ordnance (UXO) Technician II	21.70
Unexploded Ordnance (UXO) Technician III	26.01
Weather Observer, Combined Upper Air and Surface Programs (3)	17.49
Weather Observer, Senior (3)	20.13
Weather Observer, Upper Air (3)	17.49
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	11.40
Parking and Lot Attendant	8.00
Shuttle Bus Driver	11.10
Taxi Driver	9.49
Truckdriver, Heavy Truck	15.40
Truckdriver, Light Truck	11.10
Truckdriver, Medium Truck	12.54
Truckdriver, Tractor-Trailer	15.40

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $2.15 an hour or $86.00 a week or $372.67 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an

adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section

4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

SCREENING STANDARDS-CONTRACTOR

1. Record of conviction for illegal use or possession of intoxicants;

2. Record of conviction for illegal use, possession, or sale of controlled substances or marijuana;

3. Record of conviction of criminal behavior relating to immoral conduct, such as child molestation, rape, sexual assault, incest, bestiality, indecent exposure, lewd acts, etc.;

4. Record of conviction of criminal behavior relating to dishonesty, such as theft, larceny, burglary, robbery, forgery, extortion, counterfeiting, blackmail, fraud, conversion, sale, or possession of stolen property, embezzlement, etc.;

5. Record of conviction for criminally disruptive or violent behavior, such as assault, battery, kidnapping, abduction, murder, rape, arson, vandalism, voluntary manslaughter, child abuse, etc.;

6. Record of conviction for illegal use, possession, manufacture, or sale of firearms or explosives.

7. Violation of Hatch Act restrictions (5 U.S.C. Chapter 73), mutilation/destruction of public records, striking against the Government, desertion from the military, disregard for debts, engaging in riots or civil disorders, or a pattern of unemployability based upon misconduct or delinquency as reflected in employment history.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF PAGES
	1	2

2. AMENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ NO.	5. PROJECT NO *(If applicable)*
MODIFICATION ONE (1)	10-1-03		

6. ISSUED BY CODE

FAA, MIKE MONRONEY AERONAUTICAL CENTER
CENTER ACQUISITION DIVISION AMQ-340
P O BOX 25082
OKLAHOMA CITY OK 73125-4932

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

LEADER COMMUNICATIONS, INC.
4600 SE 29TH STREET, SUITE 300
DEL CITY, OK 73115

CODE FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER No.: DTFA-02-02-D-14278

10B. DATED *(SEE ITEM 13)* 10-1-02

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, [ ] is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning [ ] copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES*(such as changes in paying office, appropriation date,etc.)*SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C.

D. OTHER *(Specify type of modification and authority)*

X **UNILATERAL—Contract Clause 3.2.4-35, Option to Extend the Term of the Contract (April 1996).**

X **E. IMPORTANT: Contractor [XX] IS NOT REQUIRED to sign this document and return copies to the issuing office.**

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

Contract DTFA-02-02-D-14278 is modified as follows:

See Page 2 of 2 for details of changes.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		STEVE RIDGEWAY CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY: Steve Ridgeway *(Signature of Contracting Officer)*	16C DATE SIGNED 9-30-03

AC Electronic (Microsoft Word)

STANDARD FORM 30 *(REV. 10-83)*
PRESCRIBED BY GSA

INSTRUCTIONS

A. The contract period set forth in Clause F.5, Contract Period, is hereby extended from October 1, 2003 through September 30, 2004 under the existent terms and conditions as identified in Part I, Section B, Supplies or Services and Prices/Costs, First Option Period (Second Contract Year).

B. The total estimated value of this contract modification is $3,726,564. The estimated value of the contract, as reflected in Block 15G of Standard Form 26 is increased from $3,701,522. to $7,428,086.

C. All other terms and conditions of the original contract, including all modifications issued thereto, remain unchanged and in full force and effect.

**********END**********

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT ID CODE	PAGE	OF PAGES
	1	2

2. AMENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ NO.	5. PROJECT NO *(If applicable)*
MODIFICATION TWO (2)	OCTOBER 1, 2003		

6. ISSUED BY CODE

FAA, MIKE MONRONEY AERONAUTICAL CENTER
CENTER ACQUISITION DIVISION AMQ-340
P O BOX 25082
OKLAHOMA CITY OK 73125-4932

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

LEADER COMMUNICATIONS, INC.
4600 S.E. 29TH STREET, SUITE 300
OKLAHOMA CITY, OK 73115-3430

CODE | FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER No.: DTFA-02-02-D-14278

10B. DATED *(SEE ITEM 13)* 10-1-02

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, [ ] is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning [ ] copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

XX B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C.

D. OTHER *(Specify type of modification and authority)*

X **E. IMPORTANT: Contractor [X] IS NOT required to sign this document and return copies to the issuing office.**

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

Contract DTFA-02-02-D-14278 is modified as follows:

See page two for details of changes.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		STEVE RIDGEWAY CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY: Steve Ridgway *(Signature of Contracting Officer)*	16C DATE SIGNED 10-3-03

A. Due to the security residency requirement set forth in FAA Order 1600-72 which is covered by CLA (local clause) 4554, a contract modification is issued to incorporate the revised security procedures effective immediately.

B. Part I - Section H – Special Contract Requirements, contract page 17:
ADD: H.23, "SECURITY – ESCORTED ACCESS ONLY (SEPT 2003) CLA. 4553" (attached).
ADD: H.24 "SECURITY – UNESCORTED ACCESS (SEPT 2003) CLA. 4554" (attached).

DELETE: H.20, (3.13-6) "CONTRACTOR PERSONNEL SUITABILITY REQUIREMENTS (JUL 2001) CLA.4543"
DELETE: H.21, "FOREIGN NATIONALS AS CONTRACTOR EMPLOYEES (JUL 2001) CLA 4544".

C. The total estimated value of the contract remains unchanged.

D. Except as provided herein, all other terms and conditions of contract DTFA-02-02-D-14278, remain unchanged and in full force and effect.

**********END**********

H.23 SECURITY - ESCORTED ACCESS ONLY (SEPTEMBER 2003) CLA.4553

(a) Definitions.

(1) *Access* - In general the term "access' is defined as the ability to physically enter or pass through an FAA area or a facility; or having the physical ability or authority to obtain FAA sensitive information, materials or resources. In relation to classified information, the ability, authority or opportunity to obtain knowledge of such information or materials.

(2) *Classified information* - means official information or material that requires protection in the interest of national security and is classified for such purpose by appropriate classification authority in accordance with the provisions of Executive Order 12958, Classified National Security Information, in accordance with the provisions of Executive Order 12968, Access to Classified Information.

(3) *Contractor employee as used for personnel security* - any person employed as or by a contractor, subcontractor or consultant in support of the FAA.

(4) *FAA Facility as it applies to personnel security* - any manned or unmanned building, structure, warehouse, appendage, storage area, utilities, and components, which, when related by function and location form an operating entity owned, operated, or controlled by the FAA.

(5) *Operating Office* - a FAA line of business, an office or service in FAA headquarters, or a FAA division level organization in a region or center.

(6) *Resources* - FAA resources includes a physical plant, information databases including hardware and software, as well as manual records pertaining to agency mission or personnel.

(7) *Sensitive Information* - any information which if subject to unauthorized access, modification, loss, or misuse could adversely affect the national interest, the conduct of Federal programs, or the privacy to which individuals are entitled under Section 552a of Title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy. Sensitive data also includes proprietary data.

(b) It has been determined by the operating office, in conjunction with the Servicing Security Element (SSE), and in accordance with FAA Order 1600.72, that all positions under this contract are low risk (as designated on the FAA Form 1600-77) and seasonal, per diem, temporary, or intermittent and will not exceed 180 days in either a single assignment or a series of assignments and will be exempt from investigation. Therefore, all services or work performed under this contract that are performed at an FAA facility or that involve access to FAA sensitive information, restricted areas, or resources will be done only while under the escort of an authorized FAA employee or an appropriately cleared contractor employee.

(c) This determination does not preclude the SSE from investigating contractor employees under the normal investigative requirements, if it is determined that the contractor employee will require unescorted access to sensitive FAA information, resources and Automated Information Systems, and/or unescorted access to FAA facilities.

(d) If it is determined that the contractor's employees require an investigation, then this contract will be modified to include the applicable security and suitability clauses.

(e) It is the responsibility of the escort to keep the escort-required contractor employee or other person in plain view at all times and must be constantly aware of the contractor employee's or other person's actions. The contractor will not allow any contractor employee unescorted access to FAA facilities, restricted areas, sensitive information or resources.

(f) The contract employee shall not have access to classified information.

(g) For all foreign nationals requiring escorted access to an FAA facility under this contract, the contractor shall furnish the following information to AMC-700, Security and Investigations Division, one week in advance of their proposed escorted access: name, alias(es), SSN, date and place of birth, country(ies) of citizenship, alien registration number, date and place of entry into the US, contract name and contract number.

(h) The contract employee shall comply with all applicable DOT, FAA, and local security directives while performing work under this contract.

End of clause.

(a) Definitions.

(1) Access - In general the term "access' is defined as the ability to physically enter or pass through an FAA area or a facility; or having the physical ability or authority to obtain FAA sensitive information, materials or resources. In relation to classified information, the ability, authority or opportunity to obtain knowledge of such information or materials.

(2) Classified information - means official information or material that requires protection in the interest of national security and is classified for such purpose by appropriate classification authority in accordance with the provisions of Executive Order 12958, Classified National Security Information, in accordance with the provisions of Executive Order 12968, Access to Classified.

(3) Contractor employee as used for personnel security - any person employed as or by a contractor, subcontractor or consultant in support of the FAA.

(4) FAA Facility as it applies to personnel security - any manned or unmanned building, structure, warehouse, appendage, storage area, utilities, and components, which, when related by function and location form an operating entity owned, operated, or controlled by the FAA.

(5) Operating Office - a FAA line of business, an office or service in FAA headquarters, or a FAA division level organization in a region or center.

(6) Resources - FAA resources include a physical plant, information databases including hardware and software, as well as manual records pertaining to agency mission or personnel.

(7) Sensitive Information - any information which if subject to unauthorized access, modification, loss, or misuse could adversely affect the national interest, the conduct of Federal programs, or the privacy to which individuals are entitled under Section 552a of Title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy. Sensitive data also includes proprietary data.

(8) Servicing Security Element - the FAA headquarters, region, or center organizational element, which is responsible for providing security services to a particular activity.

(b) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have access to FAA: (1) facilities, (2) sensitive information, and/or (3) resources regardless of the location where such access occurs, and none of the exceptions listed in FAA Order 1600.72, Chapter 4, paragraph 403g, 403i-1 and/or 409, pertain.

(c) Consistent with FAA Order 1600.72, the FAA Servicing Security Element (SSE) has approved designated risk levels for the following positions under the contract:

Position	Risk Level
ALL CATEGORIES	5

(d) Not later than 30 days after contract award (or date of modification, if this provision is included by modification to an existing contract), for each employee in a listed position, provided, no previous background investigations can be supported as described below, the contractor shall submit the following documentation to the SSE for an employment suitability determination.

(1) Standard Form (SF) 85P, Questionnaire for Public Trust Positions, revised September 1995. The SF 85P shall be completed (all questions answered) in accordance with the instruction sheet.

(2) One single sheet fingerprint card (FD-258). The FAA SSE will provide information pertaining to the location of fingerprinting facilities. All fingerprint charts shall be written in ink or typewritten with all answerable question blocks completed, and shall be signed and dated within the 60-day period preceding the submission.

(3) The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and shall serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72. If an employee has had a previous background investigation completed by a federal Government entity, which meets the requirements of Chapter 4 of FAA Order 1600.72, it will be accepted by the FAA, however, the FAA reserves the right to conduct further investigations, if necessary. For each employee for whom a previous background investigation was completed the Contractor shall provide, in writing to the SSE, the name, date of birth, place of birth, and social security number of the employee, the name of the investigating entity and approximate date the previous background investigation was completed.

(4) The Contractor shall submit the required information with a transmittal letter referencing the contract number and this request to:

Mike Monroney Aeronautical Center Contracts:
Mgr., Investigations and Internal Security Branch, AMC-700
Federal Aviation Administration
6500 S. MacArthur Blvd.
Oklahoma City, OK 73169

(5) The transmittal letter shall also include a list of the names of employees and their positions for which completed forms were submitted to the SSE pursuant to this Clause. A copy of the transmittal letter shall also be provided to the Contracting Officer.

(e) The contractor shall submit the information required by Section (d) of this Clause for any new employee not listed in the Contractor's initial thirty (30) day submission who is hired into any position identified in Section (c) of this Clause.

(f) No contractor employee shall work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work. However, if this provision is added by modification to an existing contract, contractor employees performing in the positions listed above may continue work on the contract pending:

(1) the submittal of all necessary forms within 30 days, and

(2) completion of a suitability investigation by the SSE, subject to the following conditions:

NONE

(3) If the necessary forms are not submitted by the Contractor to the SSE within 30 days of the effective date of the modification, the contractor employee shall be denied access to FAA facilities, sensitive information and/or resources until such time as the forms are submitted.

(g) As applicable, the Contractor shall submit quarterly reports providing the following information to the Contracting Officer with a copy to the SSE and the Operating Office on or before the fifth day following each report period: A complete listing by full name in alphabetical order with the social security number, of all contractor personnel who had access to an FAA facility, sensitive information and/or resources anytime during the report period (social security number shall be omitted from CO and Operating Office copies of report(s)).

(1) In addition to the above mentioned quarterly report requirements, the Contractor shall submit to the SSE on or before the fifth day of each month, any employment changes made during the reporting period. Examples of such changes are terminations (to include name, SSN, termination date), new hires (to include name, SSN, hire date), and name changes. All lists should be in alphabetical order and have the name of the Contractor and the contract number.

(h) The Contractor shall notify the CO within one (1) day after any employee identified pursuant to Section (c) of this Clause is terminated from performance on the contract.

(i) The Contracting Officer may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the Contractor shall provide, or cause each of its employees to provide such security information to the SSE, and the same transmittal letter requirements of Section (d) of this Clause shall apply.

(j) Failure to submit information required by this clause within the time required may be determined by the Contracting Officer a material breach of the contract.

(k) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(l) The contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (l) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 4, paragraph 403g, 403i-1, and 409 of FAA Order 1600.72 do not apply.

(m) All contractor personnel involved with the performance of this contract requiring access as defined by this clause, in performance of this contract, shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status. Copies of applicable documentation must be available to appropriate Federal Officials upon request.

(n) Aliens and foreign nationals proposed under this contract who have access to FAA sensitive information, facilities and/or resources must meet the following conditions in accordance with FAA Order 1600.72, chapter 4, paragraph 407: (1) must have resided within the United States for 3 consecutive years of the last 5 years unless a waiver of this requirement is requested and approved in accordance with the requirements stated in FAA Order 1600.72, chapter 4, paragraph 409(b)(3); (2) a risk or sensitivity level designation can be made for the position; and (3) the appropriate security screening can be adequately conducted.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF PAGES
	1	2

2. AMENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ NO.	5. PROJECT NO *(If applicable)*
MODIFICATION ONE (1)	10-1-03		

6. ISSUED BY CODE

FAA, MIKE MONRONEY AERONAUTICAL CENTER
CENTER ACQUISITION DIVISION AMQ-340
P O BOX 25082
OKLAHOMA CITY OK 73125-4932

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

LEADER COMMUNICATIONS, INC.
4600 SE 29TH STREET, SUITE 300
DEL CITY, OK 73115

CODE FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER No.: DTFA-02-02-D-14278

10B. DATED *(SEE ITEM 13)* 10-1-02

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, [ ] is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning [ ] copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES*(such as changes in paying office, appropriation date,etc.)*SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C.

D. OTHER *(Specify type of modification and authority)*

X **UNILATERAL—Contract Clause 3.2.4-35, Option to Extend the Term of the Contract (April 1996).**

X **E. IMPORTANT: Contractor [XX] IS NOT REQUIRED to sign this document and return copies to the issuing office.**

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

Contract DTFA-02-02-D-14278 is modified as follows:

See Page 2 of 2 for details of changes.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		STEVE RIDGEWAY CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY: Steve Ridgeway *(Signature of Contracting Officer)*	16C DATE SIGNED 9-30-03

AC Electronic (Microsoft Word)

STANDARD FORM 30 *(REV. 10-83)*
PRESCRIBED BY GSA

INSTRUCTIONS

A. The contract period set forth in Clause F.5, Contract Period, is hereby extended from October 1, 2003 through September 30, 2004 under the existent terms and conditions as identified in Part I, Section B, Supplies or Services and Prices/Costs, First Option Period (Second Contract Year).

B. The total estimated value of this contract modification is $3,726,564. The estimated value of the contract, as reflected in Block 15G of Standard Form 26 is increased from $3,701,522. to $7,428,086.

C. All other terms and conditions of the original contract, including all modifications issued thereto, remain unchanged and in full force and effect.

**********END**********

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT ID CODE	PAGE	OF PAGES
	1	2

2. AMENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ NO.	5. PROJECT NO *(If applicable)*
MODIFICATION TWO (2)	OCTOBER 1, 2003		

6. ISSUED BY CODE

FAA, MIKE MONRONEY AERONAUTICAL CENTER
CENTER ACQUISITION DIVISION AMQ-340
P O BOX 25082
OKLAHOMA CITY OK 73125-4932

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

LEADER COMMUNICATIONS, INC.
4600 S.E. 29TH STREET, SUITE 300
OKLAHOMA CITY, OK 73115-3430

CODE | FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER No.: DTFA-02-02-D-14278

10B. DATED *(SEE ITEM 13)* 10-1-02

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, [ ] is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning [ ] copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

XX B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C.

D. OTHER *(Specify type of modification and authority)*

X **E. IMPORTANT: Contractor [X] IS NOT required to sign this document and return copies to the issuing office.**

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

Contract DTFA-02-02-D-14278 is modified as follows:

See page two for details of changes.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		STEVE RIDGEWAY CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY: Steve Ridgway *(Signature of Contracting Officer)*	16C DATE SIGNED 10-3-03

A. Due to the security residency requirement set forth in FAA Order 1600-72 which is covered by CLA (local clause) 4554, a contract modification is issued to incorporate the revised security procedures effective immediately.

B. Part I - Section H – Special Contract Requirements, contract page 17:
ADD: H.23, "SECURITY – ESCORTED ACCESS ONLY (SEPT 2003) CLA. 4553" (attached).
ADD: H.24 "SECURITY – UNESCORTED ACCESS (SEPT 2003) CLA. 4554" (attached).

DELETE: H.20, (3.13-6) "CONTRACTOR PERSONNEL SUITABILITY REQUIREMENTS (JUL 2001) CLA.4543"
DELETE: H.21, "FOREIGN NATIONALS AS CONTRACTOR EMPLOYEES (JUL 2001) CLA 4544".

C. The total estimated value of the contract remains unchanged.

D. Except as provided herein, all other terms and conditions of contract DTFA-02-02-D-14278, remain unchanged and in full force and effect.

**********END**********

H.23 SECURITY - ESCORTED ACCESS ONLY (SEPTEMBER 2003) CLA.4553

(a) Definitions.

(1) *Access* - In general the term "access' is defined as the ability to physically enter or pass through an FAA area or a facility; or having the physical ability or authority to obtain FAA sensitive information, materials or resources. In relation to classified information, the ability, authority or opportunity to obtain knowledge of such information or materials.

(2) *Classified information* - means official information or material that requires protection in the interest of national security and is classified for such purpose by appropriate classification authority in accordance with the provisions of Executive Order 12958, Classified National Security Information, in accordance with the provisions of Executive Order 12968, Access to Classified Information.

(3) *Contractor employee as used for personnel security* - any person employed as or by a contractor, subcontractor or consultant in support of the FAA.

(4) *FAA Facility as it applies to personnel security* - any manned or unmanned building, structure, warehouse, appendage, storage area, utilities, and components, which, when related by function and location form an operating entity owned, operated, or controlled by the FAA.

(5) *Operating Office* - a FAA line of business, an office or service in FAA headquarters, or a FAA division level organization in a region or center.

(6) *Resources* - FAA resources includes a physical plant, information databases including hardware and software, as well as manual records pertaining to agency mission or personnel.

(7) *Sensitive Information* - any information which if subject to unauthorized access, modification, loss, or misuse could adversely affect the national interest, the conduct of Federal programs, or the privacy to which individuals are entitled under Section 552a of Title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy. Sensitive data also includes proprietary data.

(b) It has been determined by the operating office, in conjunction with the Servicing Security Element (SSE), and in accordance with FAA Order 1600.72, that all positions under this contract are low risk (as designated on the FAA Form 1600-77) and seasonal, per diem, temporary, or intermittent and will not exceed 180 days in either a single assignment or a series of assignments and will be exempt from investigation. Therefore, all services or work performed under this contract that are performed at an FAA facility or that involve access to FAA sensitive information, restricted areas, or resources will be done only while under the escort of an authorized FAA employee or an appropriately cleared contractor employee.

(c) This determination does not preclude the SSE from investigating contractor employees under the normal investigative requirements, if it is determined that the contractor employee will require unescorted access to sensitive FAA information, resources and Automated Information Systems, and/or unescorted access to FAA facilities.

(d) If it is determined that the contractor's employees require an investigation, then this contract will be modified to include the applicable security and suitability clauses.

(e) It is the responsibility of the escort to keep the escort-required contractor employee or other person in plain view at all times and must be constantly aware of the contractor employee's or other person's actions. The contractor will not allow any contractor employee unescorted access to FAA facilities, restricted areas, sensitive information or resources.

(f) The contract employee shall not have access to classified information.

(g) For all foreign nationals requiring escorted access to an FAA facility under this contract, the contractor shall furnish the following information to AMC-700, Security and Investigations Division, one week in advance of their proposed escorted access: name, alias(es), SSN, date and place of birth, country(ies) of citizenship, alien registration number, date and place of entry into the US, contract name and contract number.

(h) The contract employee shall comply with all applicable DOT, FAA, and local security directives while performing work under this contract.

End of clause.

(a) Definitions.

(1) Access - In general the term "access' is defined as the ability to physically enter or pass through an FAA area or a facility; or having the physical ability or authority to obtain FAA sensitive information, materials or resources. In relation to classified information, the ability, authority or opportunity to obtain knowledge of such information or materials.

(2) Classified information - means official information or material that requires protection in the interest of national security and is classified for such purpose by appropriate classification authority in accordance with the provisions of Executive Order 12958, Classified National Security Information, in accordance with the provisions of Executive Order 12968, Access to Classified.

(3) Contractor employee as used for personnel security - any person employed as or by a contractor, subcontractor or consultant in support of the FAA.

(4) FAA Facility as it applies to personnel security - any manned or unmanned building, structure, warehouse, appendage, storage area, utilities, and components, which, when related by function and location form an operating entity owned, operated, or controlled by the FAA.

(5) Operating Office - a FAA line of business, an office or service in FAA headquarters, or a FAA division level organization in a region or center.

(6) Resources - FAA resources include a physical plant, information databases including hardware and software, as well as manual records pertaining to agency mission or personnel.

(7) Sensitive Information - any information which if subject to unauthorized access, modification, loss, or misuse could adversely affect the national interest, the conduct of Federal programs, or the privacy to which individuals are entitled under Section 552a of Title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy. Sensitive data also includes proprietary data.

(8) Servicing Security Element - the FAA headquarters, region, or center organizational element, which is responsible for providing security services to a particular activity.

(b) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have access to FAA: (1) facilities, (2) sensitive information, and/or (3) resources regardless of the location where such access occurs, and none of the exceptions listed in FAA Order 1600.72, Chapter 4, paragraph 403g, 403i-1 and/or 409, pertain.

(c) Consistent with FAA Order 1600.72, the FAA Servicing Security Element (SSE) has approved designated risk levels for the following positions under the contract:

Position	Risk Level
ALL CATEGORIES	5

(d) Not later than 30 days after contract award (or date of modification, if this provision is included by modification to an existing contract), for each employee in a listed position, provided, no previous background investigations can be supported as described below, the contractor shall submit the following documentation to the SSE for an employment suitability determination.

(1) Standard Form (SF) 85P, Questionnaire for Public Trust Positions, revised September 1995. The SF 85P shall be completed (all questions answered) in accordance with the instruction sheet.

(2) One single sheet fingerprint card (FD-258). The FAA SSE will provide information pertaining to the location of fingerprinting facilities. All fingerprint charts shall be written in ink or typewritten with all answerable question blocks completed, and shall be signed and dated within the 60-day period preceding the submission.

(3) The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and shall serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72. If an employee has had a previous background investigation completed by a federal Government entity, which meets the requirements of Chapter 4 of FAA Order 1600.72, it will be accepted by the FAA, however, the FAA reserves the right to conduct further investigations, if necessary. For each employee for whom a previous background investigation was completed the Contractor shall provide, in writing to the SSE, the name, date of birth, place of birth, and social security number of the employee, the name of the investigating entity and approximate date the previous background investigation was completed.

(4) The Contractor shall submit the required information with a transmittal letter referencing the contract number and this request to:

Mike Monroney Aeronautical Center Contracts:
Mgr., Investigations and Internal Security Branch, AMC-700
Federal Aviation Administration
6500 S. MacArthur Blvd.
Oklahoma City, OK 73169

(5) The transmittal letter shall also include a list of the names of employees and their positions for which completed forms were submitted to the SSE pursuant to this Clause. A copy of the transmittal letter shall also be provided to the Contracting Officer.

(e) The contractor shall submit the information required by Section (d) of this Clause for any new employee not listed in the Contractor's initial thirty (30) day submission who is hired into any position identified in Section (c) of this Clause.

(f) No contractor employee shall work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work. However, if this provision is added by modification to an existing contract, contractor employees performing in the positions listed above may continue work on the contract pending:

(1) the submittal of all necessary forms within 30 days, and

(2) completion of a suitability investigation by the SSE, subject to the following conditions:

NONE

(3) If the necessary forms are not submitted by the Contractor to the SSE within 30 days of the effective date of the modification, the contractor employee shall be denied access to FAA facilities, sensitive information and/or resources until such time as the forms are submitted.

(g) As applicable, the Contractor shall submit quarterly reports providing the following information to the Contracting Officer with a copy to the SSE and the Operating Office on or before the fifth day following each report period: A complete listing by full name in alphabetical order with the social security number, of all contractor personnel who had access to an FAA facility, sensitive information and/or resources anytime during the report period (social security number shall be omitted from CO and Operating Office copies of report(s)).

(1) In addition to the above mentioned quarterly report requirements, the Contractor shall submit to the SSE on or before the fifth day of each month, any employment changes made during the reporting period. Examples of such changes are terminations (to include name, SSN, termination date), new hires (to include name, SSN, hire date), and name changes. All lists should be in alphabetical order and have the name of the Contractor and the contract number.

(h) The Contractor shall notify the CO within one (1) day after any employee identified pursuant to Section (c) of this Clause is terminated from performance on the contract.

(i) The Contracting Officer may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the Contractor shall provide, or cause each of its employees to provide such security information to the SSE, and the same transmittal letter requirements of Section (d) of this Clause shall apply.

(j) Failure to submit information required by this clause within the time required may be determined by the Contracting Officer a material breach of the contract.

(k) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(l) The contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (l) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 4, paragraph 403g, 403i-1, and 409 of FAA Order 1600.72 do not apply.

(m) All contractor personnel involved with the performance of this contract requiring access as defined by this clause, in performance of this contract, shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status. Copies of applicable documentation must be available to appropriate Federal Officials upon request.

(n) Aliens and foreign nationals proposed under this contract who have access to FAA sensitive information, facilities and/or resources must meet the following conditions in accordance with FAA Order 1600.72, chapter 4, paragraph 407: (1) must have resided within the United States for 3 consecutive years of the last 5 years unless a waiver of this requirement is requested and approved in accordance with the requirements stated in FAA Order 1600.72, chapter 4, paragraph 409(b)(3); (2) a risk or sensitivity level designation can be made for the position; and (3) the appropriate security screening can be adequately conducted.